

**City of Ramsey**  
**Agenda**  
**Housing and Redevelopment Authority (HRA)**  
**Special Session**  
**Tuesday February 1, 2011**  
**Immediately Following City Council Work Session**  
**Lake Itasca Room, 7550 Sunwood Drive NW**

- 1. Call to Order**
- 2. Roll Call**
- 3. Citizen Input**
- 4. Approve Agenda**
- 5. Approve Minutes**
  1. Approve the following HRA meeting minutes.  
  
Regular meeting minutes dated 01/11/11.  
Special meeting minutes dated 01/18/11.
- 6. HRA Business**
  1. Consider Development Plan 5.0 for The COR at Ramsey
  2. Consider Proposal to Complete COR Marketing Package and 2011 ICSC Conference Attendance
  3. Review 2011 Strategic Planning Items Related to the Development Management Team and The COR
- 7. Committee Reports**
- 8. Executive Director's Report**
- 9. Commissioner Input**
- 10. Adjournment**

**HRA Special Session**

**Item #: 5. 1.**

**Date: 02/01/2011**

**By:** JoAnn Shaw  
Community Development

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**Information**

**Title:**

Approve the following HRA meeting minutes.

Regular meeting minutes dated 01/11/11.

Special meeting minutes dated 01/18/11.

**Background:**

n/a

**Funding Source:**

n/a

**Council Action:**

Motion to approve the following meeting minutes.

Regular meeting minutes dated 01/11/11.

Special meeting minutes dated 01/18/11.

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**Attachments**

[HRA 01.11.11](#)

[HRA 01.18.11](#)

**Form Review**

**Inbox**

Heidi Nelson

Form Started By: JoAnn Shaw

Final Approval Date: 01/27/2011

**Reviewed By**

Heidi Nelson

**Date**

01/27/2011 12:46 PM

Started On: 01/27/2011 10:44 AM

**HOUSING AND REDEVELOPMENT AUTHORITY  
CITY OF RAMSEY  
ANOKA COUNTY  
STATE OF MINNESOTA**

The Housing and Redevelopment Authority conducted a regular meeting on Tuesday, January 11, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:                   Chairperson David Jeffrey  
  Commissioner Randy Backous  
  Commissioner David Elvig  
  Commissioner Colin McGlone  
  Commissioner Bob Ramsey  
  Commissioner Jason Tossey  
  Commissioner Jeffrey Wise

Members Absent:                   None.

Also Present:                       City Administrator Kurtis G. Ulrich  
  Finance Director Dianne Lund  
  Public Works Director Brian Olson  
  City Engineer Tim Himmer  
  City Attorney Bill Goodrich  
  Development Manager Darren Lazan

**CALL TO ORDER**

Chairperson Jeffrey called the regular meeting of the Housing and Redevelopment Authority to order at 8:05 p.m.

**OPEN FORUM**

There was none.

**APPROVAL OF MINUTES**

None.

**APPROVAL OF AGENDA**

Motion by Commissioner Backous, seconded by Commissioner Wise, to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Jeffrey, Commissioners Backous, Wise, Elvig, McGlone, Ramsey, and Tossey. Voting No: None. Absent: None.

## **HRA BUSINESS**

### **Case #1: Consider Waiving/Not Waiving Statutory Tort Limits**

City Manager Ulrich reviewed the staff report.

Motion by Commissioner Ramsey, seconded by Commissioner Elvig, to adopt Resolution #HRA-11-01-001, Not Waiving the Statutory Tort Limits for League of Minnesota Cities Insurance Trust Liability Coverage for the City of Ramsey.

Motion carried. Voting Yes: Chairperson Jeffrey, Commissioners Ramsey, Elvig, Backous, and Tossey, and Wise. Voting No: Commissioner McGlone. Absent: None.

### **Case #2: Consider Agreement with the Lower Rum River Water Management Organization (LRRWMO) related to the transfer of permit responsibilities for the existing RTC wetland mitigation plan**

City Engineer Himmer reviewed the staff report.

Commissioner Elvig asked if most of the work was something the City could do.

City Engineer Himmer responded the City could remove the weeds, etc., but with regard to the planting it would be better to hire an outside company do that and guarantee it.

Motion by Commissioner Elvig, seconded by Commissioner Wise, to approve the settlement and wetland replacement agreements, and authorization to negotiate an amended contract with URS in an amount not to exceed \$25,000 for design and monitoring services under the terms of the revised wetland mitigation permit that the HRA will be assuming.

Further discussion: Public Works Director Olson pointed out WNW Wetland.

Motion carried. Voting Yes: Chairperson Jeffrey, Commissioners Elvig, Wise, Backous, McGlone, Ramsey, and Tossey. Voting No: None. Absent: None.

## **COMMITTEE REPORTS**

None.

## **EXECUTIVE DIRECTOR'S REPORT**

City Administrator Ulrich stated there was TIF district legislation in the process that would support the COR area.

Development Manager Lazan updated the HRA on the current working sketch on the west 50 area.

Commissioner Elvig stated he liked the roundabout considering there would not be pedestrian traffic in this area.

Commissioner McGlone believed the entire development was pedestrian focused and if the roundabout did not work with pedestrians he would like to not have it in the development. He requested the pedestrians be taken into consideration.

Commissioner Backus stated he did not have a problem with a roundabout, but he did not want the area to look like the Riverdale area. He stated if a roundabout was put in, it had to be large enough to handle the traffic.

Development Manager Lazan presented the HRA the Finance and Commerce article regarding the Ramsey Town Center. He noted he has received many calls from people impressed with the article.

Development Manager Lazan asked when or if the HRA wanted a COR update and how often the HRA wanted an update.

Mayor Ramsey recommended scheduling the update with the Cable TV station and Ms. Nelson and he conduct the update.

Commissioner Backus recommended a COR update once a month.

#### **COMMISSIONER INPUT**

None.

#### **ADJOURNMENT**

Motion by Commissioner Elvig, seconded by Commissioner Wise, to close the regular meeting of the Housing and Redevelopment Authority.

Motion carried.

The regular meeting of the Housing and Redevelopment Authority adjourned at 8:45 p.m.

Respectfully submitted,

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Heidi Nelson  
HRA Executive Director

ATTEST:

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Jo Ann M. Thieling  
City Clerk

Drafted by Kathy Altman  
*TimeSaver Off Site Secretarial, Inc.*

**HOUSING AND REDEVELOPMENT AUTHORITY  
CITY OF RAMSEY  
ANOKA COUNTY  
STATE OF MINNESOTA**

The Housing and Redevelopment Authority conducted a special meeting on Tuesday, January 18, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:                   Chairperson David Jeffrey  
  Commissioner David Elvig  
  Commissioner Colin McGlone  
  Commissioner Bob Ramsey  
  Commissioner Jason Tossey  
  Commissioner Jeffrey Wise

Members Absent:                   Commissioner Randy Backous.

Also Present:                       HRA Executive Director Heidi Nelson  
  City Administrator Kurtis G. Ulrich  
  Economic Development Manager Aaron Backman  
  Public Works Director Brian Olson  
  Development Manager Darren Lazan

**CALL TO ORDER**

Chairperson Jeffrey called the special meeting of the Housing and Redevelopment Authority to order at 4:02 p.m.

**OPEN FORUM**

There was none.

**APPROVAL OF AGENDA**

Motion by Commissioner Ramsey, seconded by Commissioner McGlone, to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Jeffrey, Commissioners Ramsey, McGlone, Elvig, Tossey and Wise. Voting No: None. Absent: Commissioner Backous.

**APPROVAL OF MINUTES**

Motion by Commissioner Ramsey, seconded by Commissioner McGlone to approve the following HRA Meeting Minutes:

- 1) Tuesday, August 31, 2010

- 2) Tuesday, September 7, 2010
- 3) Tuesday, October 5, 2010
- 4) Tuesday, December 14, 2010

Motion carried. Voting Yes: Chairperson Jeffrey, Commissioners Ramsey, McGlone, Elvig, Tossey and Wise. Voting No: None. Absent: Commissioner Backous.

## **HRA BUSINESS**

### **Case #6.1: Consider Scope of Special Services District for The COR at Ramsey**

HRA Executive Director Nelson stated that the Development Management Team has been working on a scope of services for maintenance and operations via a Special Services District (SSD) for The COR. This past summer, we dealt with some of the declarations of the old Master Declaration; we have a significant role in that association. Some things happened with Jim Deal over that but not much has happened since then. Our goal is to establish a SSD and minimize or abandon the master association that was established by the master developer. She noted the HRA is a majority-voting member of the master association and Jim Deal has membership in the association commensurate with his land holdings within the association boundaries.

Development Manager Lazan stated that the HRA, as owner and master developer of the majority of developable land within The COR, has initiated the organization and preparation of an ordinance establishing a SSD. The SSD will manage and fund the maintenance and operations of the project above and beyond that ordinarily provided by the City. He described the district boundaries as the commercial properties located south of Ramsey Parkway, between Armstrong and Ramsey Boulevards, and including the proposed west 50 retail. The SSD the City adopts will only impose charges on property, or portions of properties within this boundary. Commercial properties would pay, residential properties would not. Payment is based on net tax capacity. This does not operate in an association. A civic or municipal operation sets the budget in the beginning of the year. This District would cover these services above what the City normally provides.

Commissioner Elvig inquired about member properties being an advisory committee and asked how the HRA would get tagged if it is about assessments of land. We will have to have some special qualifications of our level of payment.

Mr. Lazan stated we will not include advisory committees for now but we will ask Solomon and Deal about the budget, etc.

Discussion ensued relating to the cost based on net tax capacity.

Mr. Lazan noted there is some raw land and for that, we will use the baseline we used for TIF. Theoretically, there is very little cost in the first few years. The idea of a Master Declaration is a nightmare. This gives the City a chance to define community and this is how we will assess it. Net tax capacity seems to be the cleanest way.

Commissioner Wise suggested that certain properties will get much more benefit than others (e.g. with snow removal – you will have to have some areas for snow) to which Commissioner Ramsey agreed.

Mr. Lazan stated that it would never be 100 percent equitable. He pointed out the areas to be included – up to Armstrong and when Armstrong moves, we will pick up those other properties. He noted that in the end, it averages out. One concept we did not include are sub-districts. Maybe we can weight them by benefit. This is above and beyond parking use and maintenance agreements (PUMA).

Commissioner McGlone asked about the cost of PUMA to which Mr. Lazan replied the City will take care of it and will assess the cost. Commissioner McGlone inquired why the City would want to do the PUMA. Mr. Lazan responded that whoever takes care of the Special Services District manages PUMA as well.

Director of Public Works Olson stated that we would have to contract that out eventually because we cannot get to the third and fourth level of the ramp. That contract will be paid for by the PUMA.

Mr. Lazan referred back to the proposed scope of services. He categorized the initial services provided into three areas of operations – Property Management, Maintenance, and Signage. He noted that Property Management would include someone who would take care of property inspection and oversight of services, all assessments and accounting, security, and space programming. This person could be internal or external. With regard to maintenance, this would include all of the things that are not normally done for maintenance (e.g. potted plants, benches, trash receptacles, sidewalk sweeping, lawn care, ground maintenance, etc.) Upkeep of vacant properties would be included in this as well.

Commissioner Ramsey stated with regard to property management – events – he can see some of that but wondered how you manage that with all the other property owners. Mr. Lazan stated that the properties all benefit from this. HRA is the predominant property owner requesting this ordinance so whatever the HRA does not want in this scope, that needs to be said.

Commissioner Ramsey stated he would not feel comfortable putting something like this in there to have all other property owners bearing that cost.

Director of Public Works Olson stated that could come to the City Council or the HRA at the time the budget is set.

Commissioner Ramsey stated that as far as events, he did not agree with that necessarily.

Mr. Lazan gave the background of why that was included. Right now, the City pays for all the special events, advertising, etc. This will be a way the City will get some of this back – charging it to the District. Every property owner benefits because of increased activity and awareness of the area.

Chairperson Jeffrey inquired would the SDD also raise revenue to which Mr. Lazan replied yes, maybe venues would completely cover themselves.

Mr. Olson stated that just today he was talking to Mark Riverblood about the Concert in the Park series. He's looking at catering, etc.; however, last year we backstopped Wells Catering.

Commissioner McGlone stated that Cubby's came and it was a rain out and they were not backstopped. He added he is not in favor of cushioning Mr. Wells. He stated he would move we do not backstop anyone.

Commissioner Tossey inquired if the amphitheater would be in the Special Services District to which Mr. Lazan replied we have extended the boundaries to include parks.

Mr. Lazan continued with Signage. He talked about developing signs and the different types of signs. We will be coordinating with tenants about what's allowed and what is not plus other potential issues. He proceeded to review the budget line by line. He noted it is a very crude initial budget.

Mr. Lazan was asked how he came up with these numbers to which he replied he estimated the costs and divided it over the number of properties. He added this is the budget we would like to use to approach Solomon and Mr. Deal.

Commissioner Wise stated there have been discussions about using the reader board as a revenue generator.

Ms. Nelson explained that staff has yet to deliver policy documents on these signs. It's a community billboard but we could sell advertising; however, that's a policy question this board needs to work through.

Commissioner Ramsey asked about the capital costs for signage.

Mr. Lazan replied that the City owns that and it's funded through the HRA. That will be spelled out in the ordinance.

Commissioner Ramsey talked more about snow removal – snow melting. If the City does the whole thing – we have to buy the equipment. If it's contracted out – then the contractor buys the equipment.

Mr. Lazan stated that a percentage could be charged back to the SDD.

Commissioner Elvig stated we want to get this done but he felt there would be a lot of pushback. They will have some questions about what's in it for them. This is a baseline of what we need with talking points and a wish list. This needs to be done in stages and he asked if there have been any discussions about this.

Mr. Lazan responded that we have had some talks. There will be a full-time staff of 15 people for example. We can talk though these items but until it's developed, we have not done that.

Commissioner Elvig stated he is just thinking about how we get them to buy into it today.

Ms. Nelson stated we will have to focus on the delivery – there has to be some guaranteed delivery.

Mr. Lazan reported that the biggest challenge he has heard so far is “will you do it – because I do not want to pay you and then pay someone else to do it”.

Discussion ensued relating to snow removal and maintenance in general. Commissioner Ramsey stated for example - we get big box retail, etc., and it snows like this year – we do not want to end up with a 50 foot mound of snow. Who manages the disputes between the property owners. Mr. Lazan stated we would manage who does what. We can control how we want maintenance taken care of. We can set the level of service for the year. Commissioner McGlone commented that we need to have something with teeth in it about dumping snow, etc.

Chairperson Jeffrey asked what more Mr. Lazan needed from the HRA – or did he have enough direction to refine this.

Mr. Lazan stated he will finalize this and present a draft ordinance to the City Council.

HRA Executive Director Nelson stated this is only to legally establish/create this entity. It does not cover the budget, etc. We wanted to get HRA's reaction to this concept. We need to meet with Jim Deal. We need to go with the structure established and if it's okay, we will draft the ordinance. The HRA needs to be the petitioning property owner. The action might be to prepare a draft ordinance to petition the ordinance.

Chairperson Jeffrey asked that when staff starts visiting with property owners, could they give the HRA a “heads up”. Ms. Nelson replied it will probably be in the next couple of weeks.

Commissioner Elvig asked if we could start looking at geothermal. The snow removal savings would be great. Mr. Lazan inquired if he is talking about ground source heat to which Commissioner Elvig replied yes. Commissioner Ramsey stated we need to generate that heat. Commissioner McGlone mentioned solar heat. Commissioner Ramsey commented on the cost to maintain this.

**Case #6.2: Consider TOTI Holdings LLC – Suite Living Purchase Agreement Amendment**

HRA Executive Director Nelson stated that this case addresses a number of items. TOTI Holdings, LLC has exercised its right to extend its due diligence period to the end of March. The purchase price is reduced due to the size being reduced slightly through the platting process.

Mr. Lazan stated that the amendments cover the two items Ms. Nelson mentioned as well as memorializing others. He noted that included in the amendments is that the HRA agrees that it will not subject the property either to the terms of the existing Master Declaration or to any replacement Master Declaration prior to closing without TOTI's consent. He noted that the HRA intends to pursue a Special Services District (SDD) rather than a replacement Master Declaration. With respect to the SDD, the City is preparing the draft ordinance, but the HRA is asking TOTI to waive this contingency based on the HRA's representation and warranty that, regardless of the form of the ordinance the City adopts, the ordinance will not subject the property to any fees or charges except for commercial or industrial use. Back to them extending the due diligence period to March 31, that does not affect the closing date. He added that these are very routine amendments and are well recorded.

Commissioner Elvig inquired if we have any handle on how they are doing financially.

Mr. Lazan stated they say well – they just closed on a different property. When they asked to exercise the extension, he reiterated the concern that they are still on track.

Ms. Nelson stated that we continue with them – there are other folks in line to keep them in line – First Phoenix.

Commissioner Elvig asked if staff has talked to First Phoenix about other areas in the City.

Ms. Nelson stated we have not really done that yet. We want to get this taken care of now and will do that at a later time. We are a ways out for that.

Commissioner McGlone stated that this is a market driven business – if the market says a 90-place facility – he assumed that meant over the entire area of the City.

Ms. Nelson stated we will stay focused on this deal.

Motion by Commissioner Elvig, seconded by Commissioner Wise to approve and execute the revised purchase agreement with TOTI Holdings LLC.

Motion carried. Voting Yes: Chairperson Jeffrey, Commissioners Elvig, Wise, McGlone, Ramsey and Tossey. Voting No: None. Absent: Commissioner Backous.

### **Case #6.3 Update on New COR Signs**

HRA Executive Director Nelson stated staff has been working on getting the new COR signs underway. She presented an update of the signs and stated that she wanted the HRA to see the plans before they get too far. We had \$105,000 budgeted; however, some things have changed as we have moved forward. The entire project is now about \$7,000 over budget but we could make some amendments to landscaping, etc. to cover that \$7,000. We do not need a decision now – we will come back later and ask if the HRA would like to cut back on the landscaping, etc. as we progress.

Mr. Lazan presented pictures of the signs as well as descriptions of the materials, etc.

Commissioner Elvig asked to rehab the Armstrong pylon sign so that the top sign fits together with the lower as he felt that would look better.

Mr. Lazan offered he would find out the cost of that rehab.

Commissioner Ramsey stated he would agree with the rehab except that hopefully in a couple of years these signs will be gone.

Chairperson Jeffrey suggested that Mr. Lazan could inquire about the cost and report back.

During the description of the monument sign, the question was asked where it is controlled from to which Mr. Lazan replied from the reception desk.

Commissioner Elvig suggested trimming on the top so you do not lose the light in the skyline.

Mr. Lazan stated he would look into that.

Ms. Nelson reported no action is needed. She just wanted to make sure the HRA is aware of what's happening.

#### **COMMITTEE REPORTS**

None.

#### **EXECUTIVE DIRECTOR'S REPORT**

None

#### **COMMISSIONER INPUT**

None

#### **ADJOURNMENT**

Motion by Commissioner Ramsey, seconded by Commissioner Tossey to adjourn the meeting of the Housing and Redevelopment Authority.

Motion carried.

The regular meeting of the Housing and Redevelopment Authority adjourned at 5:04 p.m.

Respectfully submitted,

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Heidi Nelson  
HRA Executive Director

ATTEST:

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Jo Ann M. Thieling  
City Clerk

Drafted by Jo Thieling, City Clerk

**HRA Special Session**

**Item #: 6. 1.**

**Date: 02/01/2011**

**By:** Heidi Nelson  
Administrative Services

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**Information**

**Title:**

Consider Development Plan 5.0 for The COR at Ramsey

**Background:**

Consider Development Plan 5.0 for The COR at

**Observations:**

The DM has been working on the new development plan for the COR that further defines the design of the west side of the project, including the west 50 retail area and the residential areas north of Bunker Lake Boulevard. The DM Team would like to review the draft of the revised development plan with the HRA during this evenings meeting. This revised development plan will become the guide to the changes in zoning, zoning code, and platting as we move forward to implement this new plan over the winter months. Attached to this case is the draft development plan 5.0.

**Recommendation:**

The DM Team requests that the HRA review the draft development plan 5.0 and provide direction to the team regarding changes to the plan.

**Funding Source:**

No funding required.

**Council Action:**

HRA Action: Review the draft development plan 5.0 and provide direction to the team with regard to changes.

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**Attachments**

Draft Development Plan 5.0

**Form Review**

**Inbox**

Heidi Nelson

Form Started By: Heidi Nelson

Final Approval Date: 01/27/2011

**Reviewed By**

Heidi Nelson

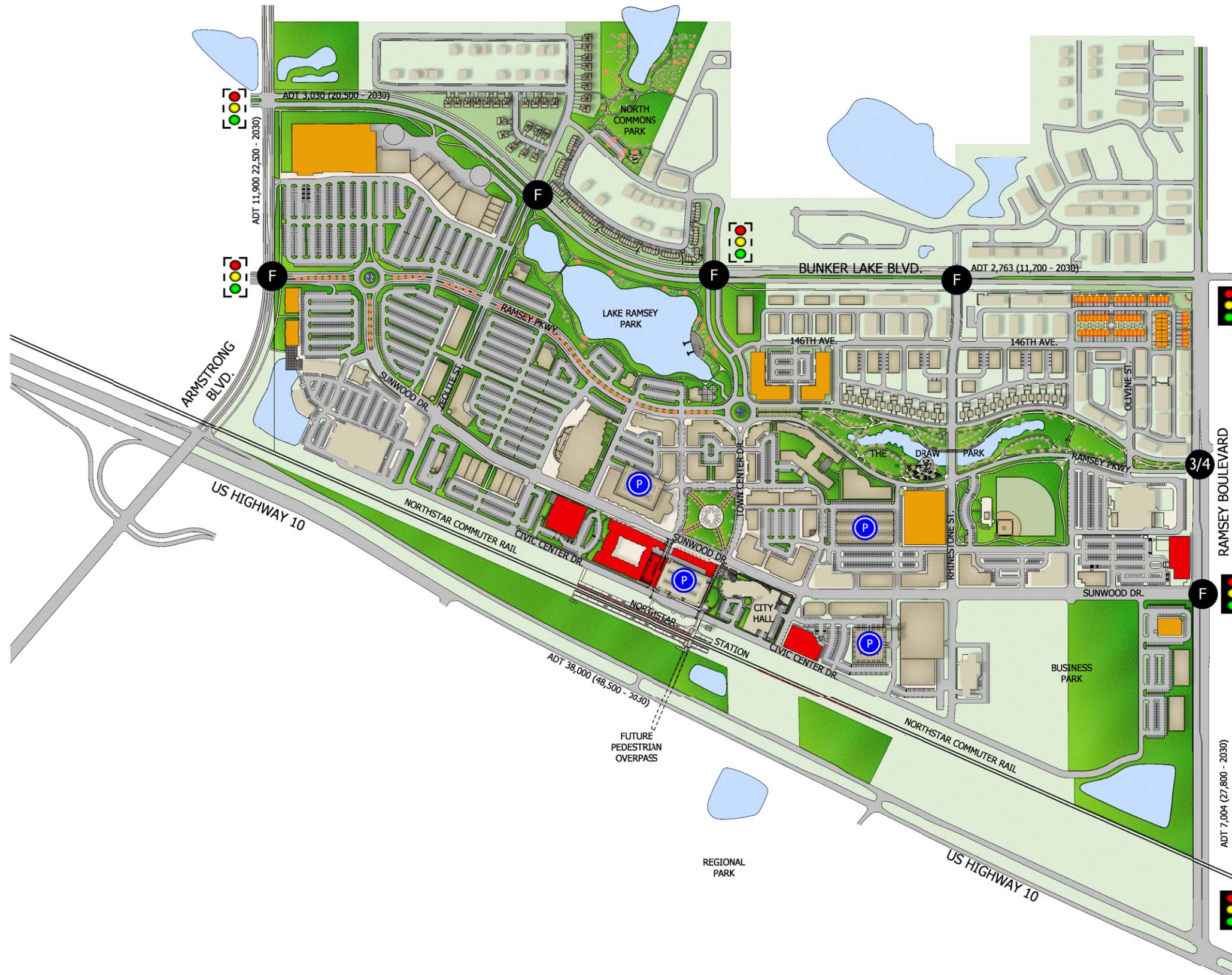
**Date**

01/27/2011 12:46 PM

Started On: 01/27/2011 12:36 PM

# THE COR

RAMSEY, MINNESOTA



## LAND DESIGNATION

- PARK/PUBLIC SPACES
- PARCELS FOR SALE
- PARCELS OWNED BY OTHERS

## DEVELOPMENT STATUS

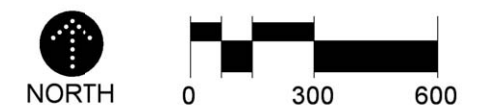
- EXISTING DEVELOPMENT
- PROPOSED DEVELOPMENT
- ACTIVE DEALS
- UNDER CONTRACT

## ACCESS

- EXISTING SIGNALIZED INTERSECTION
- FUTURE SIGNALIZED INTERSECTION
- F FULL INTERSECTION
- 3/4 NO LEFT OUTBOUND MOVEMENTS
- P PARKING RAMP

## TRAFFIC INFORMATION

ADT INFORMATION TAKEN FROM 2009 ACTUAL COUNTS AND 2030 PROJECTED VOLUMES



## DEVELOPMENT PLAN 5.00

01.24.2011

**Date: 02/01/2011**

**By:** Heidi Nelson  
Administrative Services

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**Information**

**Title:**

Consider Proposal to Complete COR Marketing Package and 2011 ICSC Conference Attendance

**Background:**

As part of the preparations to attend the 2010 International Council of Shopping Centers (ICSC) conference, marketing materials were prepared and produced to represent The COR at Ramsey. The DM Team has continued to work on the development of marketing materials within the budget that was provided for the ICSC preparation and branding work in 2010. The DM Team is proposing to take the next step in completing the marketing package; a proposal from Sharp Creative is attached for discussion and consideration this evening. As the HRA may recall, Ben Harris with Sharp Creative has been performing the creative work associated with The COR brand since the time that we completed the work for brand creation by VyWay and 5 by 5 Design.

The DM Team will discuss with the HRA the options for creation of the marketing package, whether it be in print or electronic form, and review the various components of the package. A rough draft package will be presented to the HRA during the meeting for review.

Additionally, conference planning for the 2011 ICSC conference is well underway. In order to prepare for attendance at this year's conference, the HRA will need to make a commitment to the budget for conference attendance and the materials to be utilized to represent the project at the conference. Attached to this case is a proposed budget for conference attendance and the cost of the booth and marketing materials for the conference. The proposed budget includes the attendance of three members of the HRA and three DM Team members.

**Recommendation:**

Staff recommends review of the marketing package proposal and direct the team regarding its completion. Staff recommends that the HRA direct staff with regard to attendance at the 2011 ICSC conference.

**Funding Source:**

The funding source for this project is proposed to be from the 2001 HRA budget for marketing (2011 budget for this cost center is \$50,000).

**Council Action:**

HRA Action:

Review the marketing package proposal and direct the team regarding its completion.  
Direct staff with regard to attendance at the 2011 ICSC conference.

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Budgeted Year:** 2011  
**Fund:** HRA

**Funding:**

2011 HRA Budget for Marketing (\$50,000 budget) and Travel (\$20,000 budget)

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**Attachments**

Marketing Package Proposal

ICSC Conference Budget

**Form Review**

**Inbox**

Heidi Nelson

Form Started By: Heidi Nelson

Final Approval Date: 01/27/2011

**Reviewed By**

Heidi Nelson

**Date**

01/27/2011 12:46 PM

Started On: 01/27/2011 10:39 AM

# Work Order



Date 1/20/11

Contract No. RAM-1101-002

**Client Information**

Company Name City of Ramsey HRA

Client Contact Heidi Nelson

Address 7550 Sunwood Drive

City, State, Zip Ramsey, MN 55303

Phone/Fax 763-433-9817

**Billing Information**

Company Name Same

Contact

Address

City, State, Zip

Phone/Fax

**Project Information**

Project Name The COR Marketing

Project Description Design and production materials Website and Marketing package

Principal BH

Est. Start Date 1/26/11

Est. Complete Date 3/15/11

Project Manager BH

**Scope of Services**

Sharp Creative, LLC agrees to perform graphic services for the client as follows:

Phase	Description	Task	Billing Message
	Website Design	Design and production of Website	Fixed Fee
	Marketing	Production of marketing materials and colateral system	Fixed Fee

Reimbursable expenses, including but not limited to Mileage, Stock Photography, printing, scanning and subconsultants will be billed as a reimbursable expense at 1.15 times cost.

**Fees**

Rate schedule is available upon request for hourly contracts

<input checked="" type="radio"/>	Fixed Fee	Fixed Fee Amount:	Plus typical reimbursables
<input type="radio"/>	Hourly with Estimate	Estimate Fee: TBD	Rates: \$95.00/Hour
<input type="radio"/>	Hourly to a Maximum	Maximum Fee:	Rates: \$95.00/Hour

IN WITNESS WHEREOF, the parties have accepted, made and executed this agreement upon the terms, conditions and provisions stated above and on the attached General Conditions including, but not limited to, provisions relating to limitations on liability of Consultant.

Accepted by:  
Sharp Creative, LLC

City of Ramsey HRA

  
Ben Harris  
Managing Partner  
Date:

\_\_\_\_\_  
Date:

# Work Order



Date

1/20/11

Contract No.

RAM-1101-002

Expense Detail

Quantity	Description	Price Ea.	Total Price
	<p><b>Website:</b>                      Create home page template, interior page templates,(1-3 page layouts)                      create structured navigation, create layout of navigation, create icons,                      buttons, and rollovers.</p> <p>Create CSS Style sheets for future additions/modifications</p> <p>Coordinate development with programmers</p>		\$3,500.00
	<p><b>Marketing Package:</b>                      Design sections of marketing package, including: Cover, background,                      contents, general information on The COR, developer specific                      information, contact information, message from the Mayor,                      demographic profiles, project timelines, site plan sheets,                      project sheets, residential growth plans, area location plans, etc.</p> <p>Draw multiple maps illustrating demographic data, trade areas,                      train stops, general location, expected growth, trade competition,                      demographic sampling areas, etc.</p> <p>Edit aerial photography, Edit color scheme throughout package                      Design package to be friendly for in-house and professional offset                      printing, Create system of including larger maps in package                      Design package to work on a modular system that can be adapted to                      individual clients, Design package to look professional and complete                      with any sections included / removed</p> <p>Create tabbed system for navigating information in package – able                      to be changed based on included content.</p>		\$5,700.00
	<p>Compile Data for Competition Mapping                      Prepare Exhibits and Site Maps</p>		\$800.00
	<p>Coordinate printing and Press Checks</p>		\$2,600.00
	<p>CREDIT for previous billings</p>		(\$3,000.00)
		<b>Total</b>	<b>\$9,600.00</b>

Accepted by:  
 Sharp Creative, LLC

  
 Ben Harris  
 Managing Partner  
 Date: January 20, 2011

City Of Ramsey HRA

Date:

# General Conditions

- 1.0 **PAYMENT** Unless otherwise noted and agreed upon by Sharp Creative, LLC, payment will be collected from CLIENT at the following intervals: 50% of estimate upon signing work order, 50% of estimate plus related costs, including, but not limited to, reimbursable expenses, upon delivery of finals. At the discretion of Sharp Creative, LLC, payment may be required at other intervals for payment of vendors or outside consultants. Invoices are due and payable upon presentation unless otherwise noted and agreed upon by Sharp Creative, LLC. A 1.5% finance charge (18% ANNUAL PERCENTAGE RATE) is payable on all overdue balances. Finance charges may be compounded. Objections to invoices not made within thirty (30) days of the billing date are waived. The grant of any license or right of copyright is conditioned on the receipt of full payment and written consent.
- 1.1 **FAILURE TO PAY** CLIENT's failure to make timely payments is justification for suspension of all services and withholding of all deliverables until payment is received or other written agreements are made. Sharp Creative, LLC shall be entitled to recover all costs, expenses and fees incurred by Sharp Creative, LLC (including litigation and arbitration fees and costs, reasonable attorneys' fees, and Sharp Creative, LLC's internal labor at standard rates) due to CLIENT's failure to make timely payments.
- 2.0 **ESTIMATES** The fees and expenses presented to CLIENT on proposals or work orders are good faith estimates only. Sharp Creative, LLC makes no representation concerning any cost estimate figures other than that all cost figures are estimates only and Sharp Creative, LLC shall not be responsible for fluctuations in costs or quality figures. Final fees and expenses shall be shown when final invoice is rendered.
- 3.0 **EXPENSES** CLIENT shall reimburse Sharp Creative, LLC for all expenses arising from open projects including, but not limited to, shipping costs, mileage, printing, sales tax and outside consultants. Payment for expenses may be required by Sharp Creative, LLC at various intervals throughout the project to maintain project deadlines. Failure of CLIENT to pay expenses in a timely fashion may delay project deadlines and will not be considered the responsibility of Sharp Creative, LLC.
- 4.0 **CHANGES** CLIENT shall be responsible for making additional payment to Sharp Creative, LLC at normal rates for changes requested that are outside the scope of services detailed on the proposal or work order. CLIENT is not responsible for changes required as a result of failure of Sharp Creative, LLC to properly implement material provided by CLIENT for the project.
- 5.0 **CANCELLATION** This agreement may be terminated by either party upon seven (7) days written notice. In the event of any termination, Sharp Creative, LLC will be paid for all services rendered to the date of termination plus unpaid reimbursable expenses. Such termination shall not affect the parties' accrued rights and liabilities as of the date of termination.
- 6.0 **WARRANTY OF ORIGINALITY** Sharp Creative, LLC warrants and represents that, to the best of their knowledge, the work provided to CLIENT is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from 3rd parties is original or, if obtained on an unlimited basis; that Sharp Creative, LLC has full authority to meet this agreement and does not contain any unlawful matter. This warranty does not extend to any uses that CLIENT or other may make of Sharp Creative, LLC work that may infringe on the rights of others. Content provided by CLIENT for use in projects is assumed to be original and legally reproducible. CLIENT expressly agrees that it will hold Sharp Creative, LLC harmless of all liability basued by CLIENT's use of Sharp Creative, LLC's materials, projects and artwork to the extent such use infringes on the rights of others.
- 7.0 **ORIGINALS** Sharp Creative, LLC retains ownership of all original artwork and source files, whether preliminary or final. Sharp Creative, LLC will provide reproducible copies of artwork at CLIENT's request. All documents released by Sharp Creative, LLC are instruments of its service. They are not suitable or authorized for reuse or extensions of this project or any other. Sharp Creative, LLC is the author of these documents and retains all common law, statutory and/or reserved rights, including copyright. Any reuse without specific written approval by Sharp Creative, LLC in each case is prohibited and subject to additional fees from Sharp Creative, LLC.
- 8.0 **MODIFICATIONS** Modification of proposals, work orders or this agreement must be in writing except that the invoice may include, and CLIENT shall pay, hourly fees or reimbursable expenses that were orally authorized in order to progress promptly with the work. Changes requested by CLIENT in service or responsibility beyond the scope outlines in the proposal or work order are considered "Author's Alterations" (AAs) and are billable to CLIENT.
- 9.0 **CODE OF FAIR PRACTICE** CLIENT and Sharp Creative, LLC agree to comply with the provisions of the Code of Fair Practice issued by the Graphic Designers Guild.
- 10.0 **LIMITATION OF LIABILITY** CLIENT agrees that it shall not hold Sharp Creative, LLC or their agents or employees liable for any incidental or consequential damages that arise from failing to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Sharp Creative, LLC or a third party.
- 11.0 **CONTRIBUTION OF MATERIALS** CLIENT agrees to cooperate in every way requested by Sharp Creative, LLC to expedite the completion of the work set forth in the contract. CLIENT agrees to provide all related materials in a reasonably acceptable format necessary for completion of the project, including, but not limited to, documents, copy and images for the reasonable pursuit of completion of the work.
- 12.0 **DISPUTE RESOLUTION** Any claim, dispute or other matter in question arising out of or relating to this Proposal or breach thereof ("Claim") in which the aggregate amount in controversy exclusive of interest, attorneys' fees and costs, is greater than or equal to the maximum amount for small claims court shall be decided by binding arbitration in Minneapolis. Judgment on any award by the arbitrator(s) shall be enforceable in any court having jurisdiction. Any Claim in which the aggregate amount in controversy, exclusive of interest, attorneys' fees and costs, is greater than the maximum amount for small claims court shall be resolved by litigation in the State or Federal Court located within Hennepin County, Minnesota. Consultant and Client expressly consent to the exclusive personal jurisdiction and venue of the Minnesota courts for all purposes relating to this Proposal. The parties waive trial by jury. This Proposal shall be governed by Minnesota law, without regard to conflicts of law principles. The CLIENT shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award of judgment in favor of Sharp Creative, LLC. If any portion of this contract shall be deemed or determined to be unenforceable by the law, all other portions of this contract shall remain enforceable.
- 13.0 **RIGHTS TRANSFERRED** Any usage rights not expressly transferred in writing by Sharp Creative, LLC to CLIENT are reserved to Sharp Creative, LLC. Usage beyond that granted to the CLIENT in writing by Sharp Creative, LLC shall require payment of a mutually agreed-upon additional fee subject to all terms. Any transfer of rights is conditional upon the receipt of full payment to Sharp Creative, LLC for services rendered and reimbursable expenses. License of use is for single, original locations. Additional locations will require license fees.
- 14.0 **OTHER AGREEMENTS** There are no understandings or agreements except as herein expressly stated.
- 15.0 **ACCEPTANCE OF TERMS** The signature of both parties on an approved proposal or work order shall evidence acceptance of these terms.

**The COR**  
**2011 ICSC Spring ReCon Conference**  
 Budget



ATTENDANCE

Item	2010 Final	2011 Proposed
<b>Registration</b>		
DM 1	\$ 425	\$ 450
DM 2	\$ 425	\$ 450
DM 3	\$ 425	
CM 1	\$ 360	\$ 450
CM 2		\$ 450
CM 3	\$ 360	\$ 450
CM 4	\$ 360	
Membership Renewal	\$ 300	\$ 100
<b>Travel</b>		
6 @ \$360	\$ 2,160	\$ 1,750
1 @ \$450	\$ 450	
2 @ \$200 (Greeby/Cronk 1/2 fare)	\$ 400	\$ 400
<b>Lodging</b>		
2 @149	\$ 298	\$ 2,250
18 @ \$133	\$ 2,394	
4@150 (Greeby/Cronk 1/2 lodging)	\$ 600	\$ 600
<b>Meals/Entertainment</b>		
6 @ Per Dium of \$100 x 4 days	\$ 2,800	\$ 2,000
2 @ Per Dium of \$100 x 4 days	\$ 400	
Meals/Entertainment	\$ 200	
<b>Misc</b>		
6 @ \$200	\$ 1,400	\$ 1,000
2 @ \$200		
<b>Hosted Dinner</b>		
2 @ \$750	\$ 1,100	\$ 1,000
<b>Sub Total Attendance</b>	<b>\$ 14,857</b>	<b>\$ 11,350</b>

<b>Item</b>	<b>2010 Final</b>	<b>2011 Proposed</b>
<b>Booth</b>		
Booth-in-a-box - 100sf Townsend	\$ -	\$ 2,800
Floor Rental @ \$8.25 - C203	\$ 825	\$ 825
Set-up/Take Down	\$ -	
Furnishings	\$ 1,950	\$ 1,900
Misc. (Food, Coffee, Water)	\$ -	\$ 1,000
Lappel Pins	\$ 318	
Pens	\$ 500	
Graphics (2 large wall graphics)	\$ 500	\$ 250
Display incl. shipping	\$ 1,141	
Exhibits (Plans, Maps, elevations)	\$ 500	
Data Collection	\$ -	
Return Shipping	\$ 250	\$ 150
Shipping to Vegas	\$ 500	\$ 150
<b>Sub-Total Booth</b>	<b>\$ 6,484</b>	<b>\$ 7,075</b>
<b>Materials (Printing only)</b>		
Marketing Info	\$ 500	\$ 500
In-fill Data	\$ 500	
Demographics software	\$ 1,200	
Design Boards	\$ 4,220	
<b>Sub-Total Materials</b>	<b>\$ 6,420</b>	<b>\$ 500</b>
Sub-Total	\$ 27,761	\$ 18,925
5% Contingency	\$ -	\$ 946
<b>GRAND TOTAL</b>	<b>\$ 27,761</b>	<b>\$ 19,871</b>

**Date: 02/01/2011**

**By:** Heidi Nelson  
Administrative Services

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**Information**

**Title:**

Review 2011 Strategic Planning Items Related to the Development Management Team and The COR

**Background:**

On January 24th and 25th, the City Council met in Strategic Planning Session to determine 2011 goals and action plans. A number of items identified by the Council pertain directly to the work of the HRA, thus, staff is forwarding these items to the HRA for review and discussion.

The items identified by the Council that pertain to the work of the HRA are as follows:

- HRA and DM Team Communications
- Review the Development Management Contract and HRA Expenditures
- Build on outdoors/sportsmens theme for retailers, consider stocking pond/lake
- Review COR marketing vs city-wide marketing efforts
- Consider relocation of Old Town Hall to the COR
- Pursue Community Center/Indoor Sports Complex

The DM Team recommends that the HRA review the current structure of operations and process for communications at this evenings meeting. With regard to the balance of the items identified, it is recommended that the HRA consider reserving a few hours on an upcoming HRA agenda to allow the HRA to conduct its own strategic planning effort, reviewing the accomplishments to date and establishing the direction for the year to come. For HRA review, staff has attached to this case the 2010 and newly established 2011 goals with regard to development and marketing. The HRA may wish to consider incorporating some of these items into their 2011 goals for The COR.

**Recommendation:**

Staff recommends that Council review with the DM Team the current structure of operations and process for communications at this evenings meeting and direct staff to schedule time on an upcoming HRA agenda to establish goals and work plan for the HRA for the year ahead.

**Funding Source:**

No funding required.

**Council Action:**

Review and discuss with the DM Team the current structure of operations and process for communications at this evenings meeting and direct staff to schedule time on an upcoming HRA agenda to establish goals and work plan for the HRA for the year ahead.

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**Attachments**

2011 Council Goals

2010 Development and Marketing Goals

**Form Review**

**Inbox**

Heidi Nelson

Form Started By: Heidi Nelson

Final Approval Date: 01/27/2011

**Reviewed By**

Heidi Nelson

**Date**

01/27/2011 12:46 PM

Started On: 01/27/2011 10:50 AM

## **Budget/Finance (Diana Lund)**

- **Park Programming Review/Potential Reallocation of Parks**
- **Credit Cards and Online Bill Pay**
- **COR Expenditures/Review & Revise Development Management Contract**
- **TIF 14 Tracking Plan w/re to Fiscal Disparities Impact**
- **Establish Fund Reserve Policy**

## **Development/Marketing (Heidi Nelson)**

- **Build on Outdoors/Sportsmen's Market – Stock Pond/Lake**
- **Office Park/Industry West of Armstrong and South of U.S. Highway #10**
- **Game Fair – Not Anoka-Ramsey – Larger City Presence**
- **Old Town Hall**
- **Review Development Fees and Standards regarding Construction**
- **Boat Landing at River's Bend**
- **Coordination of COR Marketing and City Marketing**
- **Master Plan 167/47 – Plan for Redevelopment**

# **Development Marketing (Continued)**

- **Community Center/Indoor Sports Complex**

## **Housing (Heidi Nelson)**

- **Proactively Recruit Residential Development/Seek Builders Input**
- **Seek Feedback from Developers re Process/Regulations, Standards & Fees – Research our Fees vs. Other Cities' Fees**
- **Review City-Owned Lands and Plans for it**

# **Policies/Programs/Services**

- **Maintain Current Service Level**
- **Look at Pilot Program (e.g. Volunteer Programs – Low Maintenance)**
- **Code Enforcement and Abatement/Level of Service**
- **DREP Policy**
- **Snowmobile, Four-Wheeler & Golf Carts Trails**
- **Plowing Sidewalks**

## **Transportation (Brian Olson)**

- **Work with County to Eliminate Hard Channeling County Policy**
- **Seek Grant Funding**
- **Street Reconstruction Program/Policy**
- **Complete US 10/83 Interchange Design – Pursue Funding**
- **TH #47 South of Bunker to Highway #10**
- **Transportation Taxing District**
- **US Highway #10 Pedestrian Overpass and Connection with Municipal Center Ramp**

**Strategic Goal 1: Development/Marketing**

- 1) 167<sup>th</sup> Avenue/Highway 47 Redevelopment
- 2) Entrance Monuments for RTC by Fall 2010
- 3) Start to Market Old Municipal Center Site
- 4) Complete RTC Marketing Plan in Preparation for ICSC
- 5) Continue Exploration of New Business Park
- 6) Continue Highway 10 Acquisitions (RALF) – Only dilapidated buildings that should be immediately demolished
- 7) East Central Park Access Road and Adequate Parking
- 8) Review Recycled Community Center
- 9) Explore Community Center Partnerships
- 10) Boat Landing and Full Development of Master Plan on Mississippi West – Spring Utilization of Existing Park
- 11) Highway 10 Marquis Sign
- 12) Encourage “Green” Construction/Best Management Practice (Geo-Thermal)
- 13) Amend Charter Sewer/Water Hook-Up Policy and City Code
- 14) Implement Water Recharge for RTC

Staff Leader: **Heidi Nelson**

ACTION STEPS	TARGET DATE(S)	PERSON RESPONSIBLE	ACTION STATUS
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			
14)			