



Legislation Text

M2016-149

File #: 16-511, Version: 1

City Council Meeting Date: November 15, 2016

To: Mayor and City Council

From: Ben Martig, City Administrator

Consideration of 2017 Services Contract with the Northfield Downtown Development Corporation (NDDC).

Action Requested:

Staff recommends council consider a motion to approve the attached service contract with the Northfield Downtown Development Corporation (NDDC) in the amount of \$17,500.

Summary Report:

The City Council has discussed the NDDC request for funding during the current budget process.

City Administrator Martig has been preparing amendments to a work plan related to a one-year contract of services at the requested funding level of \$17,500. The provisions would include significant changes related to alignment of work with the Chamber of Commerce, Convention and Visitors Bureau and Economic Development Authority. Additionally, there has been discussion regarding adding additional formal review on the work plan related to more direct coordination and partnering with the Chamber of Commerce. There has been some study in the past related to this topic which would be further reviewed. City Administrator Martig is drafting potential language for the work plan and updates to a contract for future consideration. He is meeting with representatives of the NDDC on Friday to discuss the service contract. The intent is to make the contract services available at that time. The other format of the agreement is intended to remain similar to the past.

The NDDC has indicated their intent to request full funding again in 2018. However, City Administrator Martig is proposing to include a review of their sustainability alternative which was also included in the 2016 work plan. Specifically, this review would include consideration of alternative ways to fund the administration costs rather than City funding.

Alternative Options:

- a. Consider a motion to amend the pending contract amounts or services to be provided.

Financial Impacts:

Funding of \$17,500 as requested is currently included in the proposed 2017 budget.

Tentative Timelines:

As stated earlier, City Administrator Martig will have a draft service contract provided in a supplemental memo to be provided prior to the regular meeting after having met with the NDDC and consider amendments related to those discussions on Friday, November 11.

CONSULTANT SERVICE CONTRACT

This Contract, made this 15th day of November, 2016, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation (the "CITY") 801 Washington Street, Northfield, MN 55057, and the NORTHFIELD DOWNTOWN DEVELOPMENT CORPORATION, a nonprofit corporation organized under the laws of the state of Minnesota, 105 E. Fourth Street, Suite 110, P.O. Box 55, Northfield, MN 55057 ("CONSULTANT"), (collectively the "Parties").

WHEREAS, the CITY requires professional services to assist the CITY in completing its economic development initiatives in the CITY's Downtown Business District (the "Project"); and

WHEREAS, CONSULTANT agrees to furnish the various professional services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph G of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONSULTANT, CONSULTANT shall be entitled to additional compensation consistent with Section III of this Contract. CONSULTANT shall give written notice to the CITY of any additional services prior to furnishing such additional services. The CITY may request an estimate of additional cost from CONSULTANT, and upon receipt of the request, CONSULTANT shall furnish such cost estimate in writing, prior to the CITY's authorization of the changed scope of services.
- C. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or trade.
- D. **Insurance.**
 - 1. CONSULTANT agrees to maintain, at CONSULTANT's expense, statutory worker's compensation coverage.
 - 2. CONSULTANT agrees to maintain, at CONSULTANT's expense, general

liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT's general business activities (including automobile use).

- i. The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$2,000,000.
 - ii. The liability insurance policy shall name the City of Northfield as additional insured.
 - iii. The liability insurance policy shall provide a minimum aggregate limit of \$4,000,000.
3. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to the CITY by CONSULTANT and are attached hereto as Exhibit 2.

SECTION II – THE CITY'S RESPONSIBILITIES

- A. The CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's City Administrator, or their designee, in accordance with Section III of this Contract.
- B. The CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. The CITY's City Administrator, or their designee, shall serve as the liaison person to act as the CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CITY's policies with respect to the Project and CONSULTANT's services.

Such person shall be the primary contact person between the CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. The CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

SECTION III – CONSIDERATION

- A. **Fees.** The CITY will compensate CONSULTANT as detailed in Exhibit 3, Schedule of Fees, which is attached hereto and incorporated herein by reference, for CONSULTANT's performance of services under this Contract.
- B. If the CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY's City Administrator, or their designee, as detailed in Exhibit 3,

CONSULTANT, without waiving any claim or right against the CITY and without incurring liability whatsoever to the CITY, suspend services due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, but in no event later than December 31, 2017.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon 30 days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorney and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by the CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY's City Administrator, or their designee, prior to CONSULTANT's receipt of written notice from the CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the CITY's City Administrator, or their designee, as determined by the CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure the CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend the CITY against the foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense,

with counsel reasonably acceptable to the CITY. The CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by the negligence or willful misconduct of the CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for the CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

THE CITY:

City Administrator
City of Northfield
801 Washington Street
Northfield, MN 55057

CONSULTANT:

Executive Director
Northfield Downtown Development Corporation
PO Box 55
Northfield MN 55057

- D. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the CITY for any

purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of the CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of the CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- E. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.
- F. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.
- G. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- H. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that the CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.

CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- I. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or

delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.

- J. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- K. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- L. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- M. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- N. **Interest by City Officials.** No elected official, officer, or employee of the CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- O. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- P. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.

- Q. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- R. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- S. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- T. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- U. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- V. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and

shall not be used for the interpretation of the validity of the Contract or any provision hereof.

- X. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of the CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- Y. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: NORTHFIELD DOWNTOWN DEVELOPMENT CORPORATION

By: Daniel R Bergeson
(Signature)
Title: PRESIDENT
Print Name: DANIEL R BERGESON

Date: 12/27/16

By: Angela M. Humann
(Signature)
Title: Treasurer
Print Name: Angela M. Humann

Date: 12/27/2016

CITY OF NORTHFIELD:

By: Dana Graham
Dana Graham, Its Mayor

Date: 11/15/16

By: Deb A Little
Deb Little, Its City Clerk

Date: 11/15/16

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services as its contractual obligation to the CITY:

1. Develop and implement a strategy for CONSULTANT's organizational sustainability as well as to potentially serve as a funding option for other priority projects in the downtown.
 - a. Complete a comprehensive report on Special Service Districts as a potential model for long term financial sustainability for the administration services of the Northfield Downtown Development Corporation and services that are not ordinarily provided throughout the city or are provided at an increased level than the rest of the City, in accordance with Minnesota Statute 428A, or applicable law, which authorizes the City to establish Special Service Districts and impose annual service charges on eligible properties within the District.
 - i. Include a comprehensive list of communities that are using the program.
 - ii. Provide a concept of potential boundaries of the District.
 - iii. Illustrate how this may be applicable for implementation in the context of other areas in the city.
 - iv. Present a written comprehensive report and presentation at the CITY mid-year report.
2. Complete a review and report on consideration of pursuing Main Street America Community Designation status and present findings to the CITY.
3. Develop strong collaborative relationships with City staff, Northfield Economic Development Authority (EDA), and the Northfield Area Chamber of Commerce & Tourism on projects and programs which relate to the support and improvement of downtown Northfield.
 - a. Work collaboratively with the Northfield Area Chamber of Commerce & Tourism to accomplish a single source community events calendar.
 - b. Work collaboratively with the Northfield Area Chamber of Commerce & Tourism to accomplish single source location maps.
 - c. Work collaboratively with the Northfield Area Chamber of Commerce & Tourism to accomplish single source marketing materials.
 - d. Pursue options for a co-located operation with the Northfield Area Chamber of Commerce & Tourism for more direct alignment of resources and coordinated work plans.
4. Communicate with businesses, both in person and through other means, to assemble a useful picture of the needs and concerns of the business district

in general, and address specific issues of recruitment and retention.

5. Maintain and expand the database of downtown property (including storefronts, offices, and apartments) and businesses.
6. Assist the CITY in pursuing the opportunity of expanding and revitalizing the Cannon River corridor in the downtown area.
7. Assist the CITY economic development staff efforts as requested related to interest in development, redevelopment, and other business opportunity in the downtown.
8. Assist CITY, as requested, in providing downtown stakeholder input related to citizen requests related to items such as parking restrictions, pedestrian safety enhancements, and conversion of parking to temporary park/patio, bicycle rack locations and others that may arise. Identify private funds and volunteer opportunities to achieve these ideas.
9. Report to the CITY twice during 2017, at mid-year and year-end. The CONSULTANT will report on CONSULTANT's activities, specifically identifying those areas of work CONSULTANT has undertaken to assist the CITY in accomplishing its economic development initiatives and the CITY's Economic Development Authority's work plan initiatives. The CONSULTANT will submit a written report before the meeting and make a verbal presentation at the meeting. Finally, the CONSULTANT will also submit its year-to-date financial report for the meeting.

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, the CITY will pay CONSULTANT a flat fee of \$17,500.00 ("Contract price") for CONSULTANT's services, including expenses, under this Contract.

The CITY will make periodic payment to CONSULTANT, in the following manner:

- a) \$ 8,750.00 upon the signing of this Consultant Service Contract by all parties; and
- b) \$ 8,750.00 upon completion of its mid-year report in July and any mutually agreed upon changes to the Scope of Services Section that may result from a Council initiated plan.

The CITY's responsibility to make the payments described above shall be contingent upon CONSULTANT first demonstrating, to the CITY's satisfaction, progress in

1. Accomplishing its responsibilities listed in Exhibit 1;
2. Improving cooperation and collaboration with the CITY and all its partnering organizations related to this contract; and
3. Providing written and verbal reports in on such progress to the CITY, in a form satisfactory to the CITY, prior to the second disbursement outlined above.

Northfield Downtown

DEVELOPMENT CORPORATION

September 29, 2016

Ben Martig
City Administrator, City of Northfield
801 Washington St. S.
Northfield, MN 55057

Dear Ben,

Thanks for meeting recently with the Board of Directors of the Northfield Downtown Development Corporation (NDDC) and providing us with information regarding the City's budgeting process for 2017. The Board recently voted unanimously to request funding from the City of Northfield as part of a contractual partnership for services rendered as it has done for a number of years now. We are requesting \$17,500 for fiscal 2017 which is half of the amount that we have typically received.

Our mission is to help keep the downtown strong and vibrant, as it is an important asset to our City and Community. We believe that continuing the partnership between the NDDC and the City of Northfield is a wise investment for the City since it leverages the work of the NDDC staff and its network of volunteers toward the goal of fulfilling portions of the Comprehensive Economic Development Plan as it relates to the downtown district.

We are seeking a lesser amount of funding for next year as we are sensitive to the many pressures on the City budget for 2017. As we search for a new Executive Director, we realize that the successful candidate will be on a learning curve to become fully effective after being hired. We also understand that you are reviewing the contract between the City and the NDDC and we look forward to any revisions and changes that will help bring value to the work that we do to support the downtown and community.

Please let us know if you need more information from the NDDC to complete this request for financial support. Thank you for your consideration and we look forward to working with the City of Northfield and others to keep our downtown strong and an important asset of the community.

Sincerely,



Dan Bergeson
Board President

NDDC Board of Directors

Dan Bergeson; Felicia Crosby; Joe Hargis; Greg Heymans; Angela Humann
Dave Neuger; Brett Reese; Steve Schmidt

Northfield Downtown

DEVELOPMENT CORPORATION

September 16, 2016

Earlier this week, Scot Covey announced his intent to resign as Executive Director of the Northfield Downtown Development Corporation (NDDC). Since he has been speaking with the Board of Directors for some time about his desire to resume his career in graphic design and web development as well as finding employment closer to where he lives, this news was not a complete surprise.

Scot has done good and significant work during his almost two years as Executive Director. He has met personally with nearly every building or business owner in the downtown district and listened to their observations and concerns. He has mapped all of the information about each physical address in zones C-1 and C-2 to create an interactive database that can be used by all of Northfield's economic development partners and any interested commercial developers. He has partnered with the Northfield Chamber of Commerce and Tourism to coordinate marketing efforts that promote downtown Northfield both within and outside city limits. He has worked closely with the City to refine parking guidelines downtown and explore new ways to better utilize existing parking capacity. He has done extensive outreach to metro area restaurateurs in the hopes of attracting new businesses to downtown Northfield. He has also conducted two successful fundraising campaigns for the NDDC.

The NDDC Board will begin a search for the next Executive Director within the next 7-10 days. In the meantime, the Board is committed to fulfilling the terms of the 2016 contract that the NDDC has with the City of Northfield. The Executive Committee and other members of the Board will be assigned responsibilities to manage each component of the work plan until the new Executive Director is in place.

We wish Scot all the very best and thank him for his service to the NDDC. Please contact me or anyone else on the Board should you have questions during this transition period for the NDDC.

Sincerely,



Dan Bergeson
NDDC Board President

NDDC Board of Directors

Dan Bergeson; Felicia Crosby; Joe Hargis; Greg Heymans; Angela Humann
Dave Neuger; Brett Reese; Steve Schmidt

PO Box 55
105 E. 4th St. Suite 110
Northfield, MN 55057

507-663-0319
www.nddc.org

CONSULTANT SERVICE CONTRACT

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- C. **Standard of Care.** Services provided by CONSULTANT or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession or trade.
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- i. The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$2,000,000.
 - ii. The liability insurance policy shall name the City of Northfield as additional insured.
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- A. The CITY shall promptly compensate CONSULTANT as services are performed to the satisfaction of the CITY's Planning & Community Development Director, in accordance with Section III of this Contract.
- B. The CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONSULTANT for its use, at CONSULTANT's request.
- C. Chris Heineman, the CITY's Planning & Community Development Director, shall serve as the liaison person to act as the CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CITY's policies with respect to the Project and CONSULTANT's services.

Such person shall be the primary contact person between the CITY and CONSULTANT with respect to the services from CONSULTANT under this Contract. The CITY reserves the right to substitute the authorized contact person at any time and shall notify CONSULTANT thereof.

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- B. If the CITY fails to make any payment due CONSULTANT for services performed to the satisfaction of the CITY Planning & Community Development Director as detailed in

Exhibit 3, CONSULTANT, without waiving any claim or right against the CITY and without incurring liability whatsoever to the CITY, suspend services due under this Contract until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, but in no event later than December 31, 2016.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon 30 days written notice. In the event of termination, CITY shall be obligated to CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.
- C. **Default.** If CONSULTANT fails to satisfy any of the provisions of this Contract, or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to the requirements of Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONSULTANT's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONSULTANT's default, CONSULTANT shall be liable to CITY for any and all costs, disbursements, attorney and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONSULTANT is abandoned or suspended in whole or in part by the CITY, CONSULTANT shall be paid for any services performed to the satisfaction of the CITY Planning & Community Development Director prior to CONSULTANT's receipt of written notice from the CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONSULTANT under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONSULTANT to the satisfaction of the CITY Planning & Community Development Director as determined by the CITY.

SECTION V – INDEMNIFICATION

- A. CONSULTANT shall indemnify, protect, save, hold harmless and insure the CITY, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by CONSULTANT or its agents, employees, contractors, subcontractors, or sub-consultants with respect to CONSULTANT's performance of its obligations under this Contract. CONSULTANT shall defend the CITY against the

foregoing, or litigation in connection with the foregoing, at CONSULTANT's expense, with counsel reasonably acceptable to the CITY. The CITY, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by the negligence or willful misconduct of the CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against the CITY or CONSULTANT. CONSULTANT's services under this Contract are being performed solely for the CITY's benefit, and no other entity shall have any claim against CONSULTANT because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

THE CITY:

Chris Heineman

Community Planning & Development Director

801 Washington Street

Northfield, MN 55057

Phone: (507) 645-3006

Email: chris.heineman@ci.northfield.mn.us

CONSULTANT:

Scot Covey

Executive Director

PO Box 55

Northfield MN 55057

Phone: 507-663-0319

Email: scovey@nddc.org

- D. **Independent Contractor Status.** CONSULTANT, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of the CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONSULTANT to be an employee of the CITY, and CONSULTANT shall not be entitled to any of the rights, privileges, or benefits of employees of the CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONSULTANT acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONSULTANT, and that it is CONSULTANT's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONSULTANT shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONSULTANT is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- E. **Subcontracting.** CONSULTANT shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the CITY. CONSULTANT shall be responsible for the performance of all subcontractors and/or sub-consultants.
- F. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.
- G. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the CITY and CONSULTANT.
- H. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONSULTANT agrees that the CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONSULTANT and involve transactions relating to this Contract.
- CONSULTANT agrees to maintain these records for a period of six years from the date of termination of this Contract.
- I. **Force Majeure.** The PARTIES shall each be excused from performance under this

Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.

- J. **Compliance with Laws.** CONSULTANT shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONSULTANT is responsible.
- K. **Covenant Against Contingent Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.
- L. **Covenant Against Vendor Interest.** CONSULTANT warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONSULTANT's association with the CITY.
- M. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- N. **Interest by City Officials.** No elected official, officer, or employee of the CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- O. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONSULTANT. Notwithstanding any of the foregoing to the contrary; (a) CONSULTANT may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONSULTANT arising from such reuse and agrees to defend and indemnify CONSULTANT from any claims arising from such reuse.
- P. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice

County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.

- Q. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- R. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- S. **Patented Devices, Materials and Processes.** If this Contract requires, or the CONSULTANT desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONSULTANT shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONSULTANT shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- T. **Mechanic's Liens.** CONSULTANT hereby covenants and agrees that CONSULTANT will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONSULTANT shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONSULTANT may contest any such lien provided CONSULTANT first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- U. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- V. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.

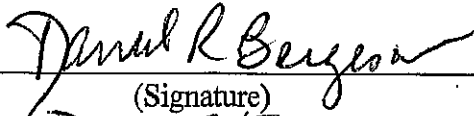
- W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- X. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of the CITY and CONSULTANT arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- Y. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

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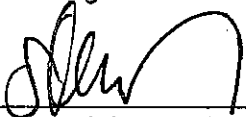
SECTION VII - SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONSULTANT: NORTHFIELD DOWNTOWN DEVELOPMENT CORPORATION

By: 
(Signature)
Title: PRESIDENT
Print Name: DANIEL R. BERGESON

Date: 12/30/15

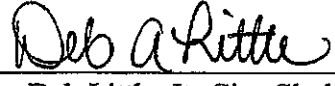
By: 
(Signature)
Title: EXECUTIVE DIRECTOR
Print Name: SCOT COVEY

Date: 12/31/15

CITY OF NORTHFIELD:

By: 
Dana Graham, Its Mayor

Date: 01/05/15

By: 
Deb Little, Its City Clerk

Date: 12/31/15

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]



CERTIFICATE OF LIABILITY INSURANCE

NORTD01

OP ID: HW

DATE (MM/DD/YYYY)

12/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Heartman Insurance 1186 South Highway 3 Northfield, MN 55057 Matt Sewich	CONTACT NAME: Matt Sewich	
	PHONE (A/C, No, Ext): 507-645-5693	FAX (A/C, No): 507-645-8539
INSURED Northfield Downtown Development Corp PO Box 55 Northfield, MN 55057	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Selective Insurance Group, Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC # 19259		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	S 1793488	07/17/2015	07/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		S 1793488	07/17/2015	07/17/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Northfield is additional insured on the general liability only as their interest may appear.

CERTIFICATE HOLDER**CANCELLATION**

CITYNOR

CITY OF NORTHFIELD
801 WASHINGTON ST
NORTHFIELD, MN 55057

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, the CITY will pay CONSULTANT a flat fee of \$35,000 ("Contract price") for CONSULTANT's services, including expenses, under this Contract.

The CITY will make periodic payment to CONSULTANT, in the following manner:

- a) \$ 17,500.00 upon the signing of this Consultant Service Contract by all parties
- b) \$ 17,500.00 upon completion of its mid-year report in July and any mutually agreed upon changes to the Scope of Services Section that may result from a Council initiated plan to maximize the Economic Development monies available to it.

The CITY's responsibility to make the payments described above shall be contingent upon CONSULTANT first demonstrating, to the CITY's satisfaction, progress in

1. Accomplishing its responsibilities listed in Exhibit 1;
2. Improving cooperation and collaboration with the CITY and the CITY's Economic Development Authority and all its partnering organizations; and
3. Providing written and verbal reports in on such progress to the CITY, in a form satisfactory to the CITY, prior to the second disbursement outlined above.

2016: Scope of Services document

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services as its contractual obligation to the CITY:

1. The CONSULTANT will submit a Work Plan for 2016 which will include projects and/or initiatives for each of the CEDP Strategies for which the organization will take the lead. The CONSULTANT will also name the specific product or outcome for each project or initiative along with a timeline for implementation and/or completion.
2. The Comprehensive Economic Development Plan (CEDP) Strategies for which the CONSULTANT will take the lead are:
 - Develop coordinated retail strategy (2B)
 - Identify appropriate retail prospects (2B.3)
 - Link retail and tourism (2B.4)
 - Maintain and enhance the existing downtown (2A)
 - Increase density of uses in downtown (2A.2)
3. The CONSULTANT will design and implement marketing efforts to build the customer base of the CITY's downtown business district, including working with downtown businesses to maximize effective marketing, recruiting new businesses, and assisting downtown building owners in maintaining and increasing building occupancy.
4. The CONSULTANT will communicate with businesses, both in person and through other means, to assemble a useful picture of the needs and concerns of the business district in general, and address specific issues of recruitment and retention.
5. The CONSULTANT will report to the CITY twice during 2015, at mid-year and year-end. The CONSULTANT will report on CONSULTANT's activities, specifically identifying those areas of work CONSULTANT has undertaken to assist the CITY in accomplishing its economic development initiatives and the CITY's Economic Development Authority's work plan initiatives. The CONSULTANT will submit a written report before the meeting and make a verbal presentation at the meeting. Finally, the CONSULTANT will also submit its year-to-date financial report for the meeting.
6. Develop and implement a strategy for CONSULTANT's organizational sustainability.
7. Develop strong collaborative relationships with City staff, EDA, Chamber of Commerce, CVB, and Northfield Enterprise Center on projects and programs which relate to the support and improvement of downtown Northfield.
8. The CEDP Strategies for which the CONSULTANT will be a collaborator are:
 - Concentrate on Existing Businesses
 - Raise Awareness of Northfield within RegionThe CEDP Strategies for which the CONSULTANT will take a supportive role are:
 - Make Land Available for Business Expansion
 - Redefine Relationships with Neighbors
 - Support Startup Opportunities

2016: Work Plan

CITY PLAN STRATEGY	TACTIC	RESOURCES	METRIC
Comprehensive Economic Development Plan (CEDP): Maintain and enhance the existing downtown (2A) Northfield EDA 2015-2017 Work Plan (1D, 1E)	Communicate with downtown businesses, one on one, hearing their concerns, learning enough about their operations to know how to help them do better. That may involve aggregating larger district-related concerns, making referrals to the NEC or EDA revolving loan program, or helping them find more appropriate space.	NEC, City Council and staff, EDA	• Net increase of target businesses in downtown • High percentage of businesses feeling listened to • Aggregated summary of downtown business issues and concerns
CEDP: Increase density of uses in downtown (2A.2)	Actively seek people to develop and redevelop downtown property.	Business and building owners	• Facilitation of one or more development or redevelopment projects in the core Downtown area
CEDP: Identify appropriate retail prospects (2B.3)	Aggressively recruit Twin Cities business owners, particularly restaurants, to locate in Northfield, and a "waiting list" of interested businesses	Business owners	• Increase in Twin Cities-based businesses locating in downtown • Target business "waiting list" populated
EDP: Increase density of uses in downtown (2A.2)	Work to keep downtown office space filled.	Building owners, NEC	• Very low non-retail vacancy rate
CEDP: Increase density of uses in downtown (2A.2)	Maintain and expand the database of downtown property (including storefronts, offices, and apartments) and businesses.	Business and building owners	• Ongoing usefulness of database for multiple parties
CEDP: Link retail and tourism (2B.4)	Work with the Chamber and CVB and other groups to promote Northfield's offerings.	Chamber of Commerce, CVB	• Increased downtown traffic, especially weekend
Northfield EDA 2015-2017 Work Plan (1A)	Be a contact and resource for developers and businesses regarding opportunities in Downtown Northfield.		• City staff will confidently be able to make referrals to the NDDC. • Developers and businesses feel served.
Northfield EDA 2015-2017 Work Plan (3A.2)	Work with the EDA to update and print their Community Brochure, including technical and creative support.	EDA, City staff	• Completed, improved Community Brochure
Northfield EDA 2015-2017 Work Plan (3A4-5)	Work with the EDA to create successful business/development forums, as appropriate. Help the EDA spotlight local businesses of note.	EDA, City staff	• Successful partnership in these efforts
CEDP: Develop coordinated retail strategy (2B)	Manage downtown Northfield's "brand," working to achieve the best presentation and mix of offerings, targeted to the appropriate customer base.	Building and business owners, CVB, Chamber, City staff, general public	• Increased "sense of place," measured through anecdote and press coverage

Looking to 2016

The Northfield Downtown Development Corporation's mission is "to create and sustain a vibrant and vital downtown Northfield." In 2015, the NDDC continued this mission, but shifted its focus to specific gaps in Downtown's mix—including dining and office space—as well as developing a data foundation for evaluating present and future needs. A thread running through all its work this year has been to support and enhance the City's economic development efforts, as they relate to the Downtown district. We have worked with Chris Heineman to determine the areas where this partnership might be most effective.

In 2016, we hope to continue this work, and build off of what we have learned this year. By inventorying all Downtown space, the distinct lack of available space has become clear, as has its potential negative impact on the health of the downtown district. We have already started the process of seeking out investment and encouraging increased development and redevelopment in the district, and expect this to be a major initiative in 2016. It is not a quick process.

At the same time, necessarily, we will continue to increase our recruitment of tenants for the spaces we hope to create. These businesses should cover a wide range of types, but our goal is to use any availability of space to increase Downtown Northfield's appeal, leveraging growth and investment to encourage more growth and stronger economic base. We hope that the CVB, NEC, the Chamber, the Arts Guild, and other groups will continue to be excellent partners in this effort.

Perhaps the most significant change in the NDDC's focus in 2016 rests in a couple of fundamental words. Our mission looks to "create and sustain" a strong Downtown, borne of a time when the health of Downtown was not assured. Today, Downtown is healthy and vibrant. Northfield has recently received a number of high rankings from national publications and agencies, and its downtown has played a significant role in these accolades. In 2015, it's hard to worry about what will become of Downtown Northfield. It's a great place. However, this health is fragile. Retailers face uphill battles, both daily and seasonally. Northfield's relationship to southeast Minnesota and the Twin Cities metro is not clear and the city's straddling of those commercial worlds presents challenges the community is just beginning to address. More than anything, in 2016 the NDDC hopes to show people that more is possible in Downtown Northfield, and with a little work, intelligence, and creativity, our collective efforts can make Northfield a uniquely successful community.

The NDDC is excited about the possibilities for the coming year, and we truly appreciate the City Council's continued support of our efforts for Downtown.

2015: Mid-Year Report

NDDC Executive Director Report to Northfield City Council — June 2015

In January, the NDDC presented a work plan to the City Council, consisting of six goals, each based on an aspect of the City's Economic Development Plan. Below is a point-by-point report on those work plan goals and metrics:

1. Communicate with downtown businesses, one on one, hearing their concerns, learning enough about their operations to know how to help them do better. That may involve aggregating larger district-related concerns, making referrals to the NEC, or helping them find more appropriate space.

METRICS:

- **Net increase of target businesses in downtown.** Changing the business mix does not happen quickly. Additionally, Downtown Northfield has an extremely low vacancy rate, making change even slower. (Please see Appendix B for more detail.) However, I have prepared both figures on building opportunities, as well as started conversations with potential business owners.
- **High percentage of businesses feeling listened to.** Since December, I have visited 113 downtown businesses, and have had substantial conversations with more than 80 business owners and managers. While it is very hard to measure their sense of being listened to, I can report positive feedback from a number of these conversations. (Please see Appendix C for more detail.)
- **Aggregated summary of downtown business issues and concerns.** I found few consistent issues and concerns across business owners. However, parking comes up regularly as a concern, primarily about enforcement of existing laws, and lack of clear signage. (Please see Appendix C for more detail.) I have also gotten much good feedback on our initiatives around improving restaurant offerings.

2. Build and maintain a database of downtown property (including storefronts, offices, and apartments), businesses, and a "waiting list" of interested businesses. (Please see Appendix A for more detail.)

METRICS:

- **Completed database.** A database of downtown space has been completed, and part of it is available online. As with any database, there is always more data to collect, and updating to do, but this database is well on its way, with every space catalogued, along with contact person, tenant, and square footage for most commercial properties.
- **External usefulness of database.** City staff have already been able to use extensive information from this database for EDA work, and as general reference. The information has allowed the NDDC to report exact levels of vacancy across a number of different parameters, including zone and property type.

2015: Mid-Year Report

3. Aggressively recruit Twin Cities business owners, particularly restaurants, to locate in Northfield.

METRICS:

- **Increase in Twin Cities-based businesses locating in downtown.** Because of the lack of available space, any increase would first involve new building or redevelopment. (Please see Appendix B for more detail.)
- **Target business "waiting list" populated.** We have three or four possibilities on this list, but we have found the first question we hear when recruiting is, "What spaces are available?" This list will not grow much without some available, ready-to-move-into space.

"As we envision how our organization fits within the larger scope of the community and supports the downtown, the NDDC helps us understand opportunities and work towards smarter and better collaborations."

—Alyssa Herzog Melby,
Northfield Arts Guild

4. Actively encourage the filling of non-storefront office space with quality non-target businesses.

METRICS:

- **Very low non-retail vacancy rate.** Perhaps my biggest surprise since starting this job is the lack of available commercial space, not just retail, but office as well. In the core downtown area, there are only nine vacant office spaces, totaling less than 5,000 square feet. (Please see Appendix B for more detail.) Some property owners have waiting lists of their own. Persistent vacancies do exist, but those seem to be due to property-specific factors more than any kind of market weakness.

5. Work with the Chamber and CVB and other groups to promote Northfield's offerings.

METRICS:

- **Increased downtown traffic, especially weekend.** I have developed a strong working relationship with the Chamber, the CVB, and other groups. The CVB, when fully staffed, was an good and active partner in marketing Northfield; we divided responsibilities by saying "the CVB gets people here, and the NDDC makes sure they have a positive experience once they get here." Since summer is the strongest period for visitors, we do not have figures on to what degree we've been successful, nor can we expect all progress to be made in the first year.

"I appreciate working and collaborating with Scot and the NDDC and their support in the Chamber's pursuit of strengthening and enhancing the overall business community in the Northfield area."

—Todd Bornhauser,
Northfield Area Chamber
of Commerce

6. In general, as much as possible, manage downtown Northfield as one would a shop or high-end mall, working to achieve the best presentation and mix of offerings, targeted to the appropriate customer base.

METRICS:

- **Increased "sense of place," measured through anecdote and press coverage.** Right now, we are laying the groundwork for Increased Interest in Downtown Northfield as a destination. We want to make sure certain holes in the Downtown Northfield experience are filled before seeking out the kind of press attention we're looking for. However, I feel we are making headway.

2015: Financials

	Q1	Q2	Q3	Q4	YTD
REVENUE					
Partnership Campaign	500.00	5,625.00	2,575.00		8,700.00
Other	118.45	0.00	0.00		118.45
Total Community Support	618.45	5,625.00	2,575.00		8,818.45
City Contract	17,500.00	0.00	17,500.00		35,000.00
Total other support	17,500.00	0.00	17,500.00		35,000.00
Total Revenue	18,118.45	5,625.00	20,075.00		43,818.45
EXPENSE					
Salary	5,119.80	5,621.25	5,621.25		16,362.30
Payroll Taxes	2,200.40	2,455.01	2,452.50		7,105.40
Total Personnel	7,320.20	8,076.26	8,073.75		23,470.21
Telephone	366.38	197.94	146.99		711.31
Technology	0.00	83.40	0.00		83.40
Accounting	125.00	300.00	0.00		425.00
Professional Services	0.00	0.00	0.00		0.00
Administrative Support	0.00	0.00	0.00		0.00
Printing, Postage, and Supplies	221.05	658.97	83.89		963.91
Insurance	0.00	0.00	448.00		448.00
Education/Training	0.00	0.00	0.00		0.00
Miscellaneous	17.38	8.56	25.00		50.94
Total Organization	729.81	1,248.87	703.88		2,682.56
Donation	0.00	100.00	0.00		100.00
Marketing/Events	0.00	0.00	0.00		0.00
PR/Communications	82.68	0.00	0.00		82.68
Partnership Campaign	0.00	0.00	0.00		0.00
Total Programs	82.68	100.00	0.00		182.68
Total Expense	8,132.69	9,425.13	8,777.63		26,335.45

Note: As this has been prepared before the end of the fiscal year, this spreadsheet should be considered "to-date" and not final.

2016: Scope of Services document

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONSULTANT shall perform the following services as its contractual obligation to the CITY:

1. The CONSULTANT will submit a Work Plan for 2016 which will include projects and/or initiatives for each of the CEDP Strategies for which the organization will take the lead. The CONSULTANT will also name the specific product or outcome for each project or initiative along with a timeline for implementation and/or completion.
2. The Comprehensive Economic Development Plan (CEDP) Strategies for which the CONSULTANT will take the lead are:
 - Develop coordinated retail strategy (2B)
 - Identify appropriate retail prospects (2B.3)
 - Link retail and tourism (2B.4)
 - Maintain and enhance the existing downtown (2A)
 - Increase density of uses in downtown (2A.2)
3. The CONSULTANT will design and implement marketing efforts to build the customer base of the CITY's downtown business district, including working with downtown businesses to maximize effective marketing, recruiting new businesses, and assisting downtown building owners in maintaining and increasing building occupancy.
4. The CONSULTANT will communicate with businesses, both in person and through other means, to assemble a useful picture of the needs and concerns of the business district in general, and address specific issues of recruitment and retention.
5. The CONSULTANT will report to the CITY twice during 2015, at mid-year and year-end. The CONSULTANT will report on CONSULTANT's activities, specifically identifying those areas of work CONSULTANT has undertaken to assist the CITY in accomplishing its economic development initiatives and the CITY's Economic Development Authority's work plan initiatives. The CONSULTANT will submit a written report before the meeting and make a verbal presentation at the meeting. Finally, the CONSULTANT will also submit its year-to-date financial report for the meeting.
6. Develop and implement a strategy for CONSULTANT's organizational sustainability.
7. Develop strong collaborative relationships with City staff, EDA, Chamber of Commerce, CVB, and Northfield Enterprise Center on projects and programs which relate to the support and improvement of downtown Northfield.
8. The CEDP Strategies for which the CONSULTANT will be a collaborator are:
 - Concentrate on Existing Businesses
 - Raise Awareness of Northfield within RegionThe CEDP Strategies for which the CONSULTANT will take a supportive role are:
 - Make Land Available for Business Expansion
 - Redefine Relationships with Neighbors
 - Support Startup Opportunities

2016: Work Plan

CITY PLAN STRATEGY	TACTIC	RESOURCES	METRIC
Comprehensive Economic Development Plan (CEDP): Maintain and enhance the existing downtown (2A) Northfield EDA 2015-2017 Work Plan (1D, 1E)	Communicate with downtown businesses, one on one, hearing their concerns, learning enough about their operations to know how to help them do better. That may involve aggregating larger district-related concerns, making referrals to the NEC or EDA revolving loan program, or helping them find more appropriate space.	NEC, City Council and staff, EDA	• Net increase of target businesses in downtown • High percentage of businesses feeling listened to • Aggregated summary of downtown business issues and concerns
CEDP: Increase density of uses in downtown (2A.2)	Actively seek people to develop and redevelop downtown property.	Business and building owners	• Facilitation of one or more development or redevelopment projects in the core Downtown area
CEDP: Identify appropriate retail prospects (2B.3)	Aggressively recruit Twin Cities business owners, particularly restaurants, to locate in Northfield. and a "waiting list" of interested businesses	Business owners	• Increase in Twin Cities-based businesses locating in downtown • Target business "waiting list" populated
EDP: Increase density of uses in downtown (2A.2)	Work to keep downtown office space filled.	Building owners, NEC	• Very low non-retail vacancy rate
CEDP: Increase density of uses in downtown (2A.2)	Maintain and expand the database of downtown property (including storefronts, offices, and apartments) and businesses.	Business and building owners	• Ongoing usefulness of database for multiple parties
CEDP: Link retail and tourism (2B.4)	Work with the Chamber and CVB and other groups to promote Northfield's offerings.	Chamber of Commerce, CVB	• Increased downtown traffic, especially weekend
Northfield EDA 2015-2017 Work Plan (1A)	Be a contact and resource for developers and businesses regarding opportunities in Downtown Northfield.		• City staff will confidently be able to make referrals to the NDDC. • Developers and businesses feel served.
Northfield EDA 2015-2017 Work Plan (3A.2)	Work with the EDA to update and print their Community Brochure, including technical and creative support.	EDA, City staff	• Completed, improved Community Brochure
Northfield EDA 2015-2017 Work Plan (3A4-5)	Work with the EDA to create successful business/development forums, as appropriate. Help the EDA spotlight local businesses of note.	EDA, City staff	• Successful partnership in these efforts
CEDP: Develop coordinated retail strategy (2B)	Manage downtown Northfield's "brand," working to achieve the best presentation and mix of offerings, targeted to the appropriate customer base.	Building and business owners, CVB, Chamber, City staff, general public	• Increased "sense of place," measured through anecdote and press coverage

Appendix A (from the mid-year report): Downtown Space Database

The Downtown Space Database is a relational database built in Filemaker Pro. The relational structure allows for separate tables for buildings, businesses, contact people, and individual spaces. Unlike past similar efforts, this database is not just **vacant** space, but **all** spaces — retail, office, and residential — whether occupied or not. We are collecting:

Spaces

Address
Type of space
Building
Business name
Vacant?
Description
Size
Rate (when offered)
Zone

Businesses

Contact person
Address
Phone
Email
Website
Type of business
Subtype
Building
Notes
Hours
Chamber member?
Zone

Buildings

Contact person
Contact phone
Owner
Owner address
Lot size
Vacant lot?
Zone

We have already collected much of this information, with the exception of lease rates, size and descriptions of residential units, and some phone numbers. As with any collection of data, its usefulness depends on keeping the data up to date, and I see that as a critical function of the NDDC.

Because of the complex structure of this database, it cannot easily be shared in its full form. However, because we want this to be a resource with value to City staff, the Chamber of Commerce, and other appropriate organizations, I have posted a "flatter" version of the data on the NDDC website, and given access to those people (but not the general public). It looks like this:

Downtown Northfield Space	
View Map Directory	Search Map
Address Search	
Office	
Space: 301 Division St S 1 Suite 109 Tenant: Vial Force Consulting Type: Office	Owner contact: Thomas Ryan View
Space: 301 Division St S 1 Suite 110 Tenant: Tavah Fund Type: Office	Owner contact: Thomas Ryan View
Space: 301 Division St S 1 Suite A Tenant: Mr. JST Consulting Type: Office	Owner contact: Thomas Ryan View
Space: 302 1/2 Division St S 1 Suite 1 Tenant: Dux International Type: Office Owner contact: Norman Butler	Contact phone: 507-653-1351 View
Space: 302 1/2 Division St S 1 Suite 2 Vacant: Yes Type: Office Owner contact: Norman Butler	Contact phone: 507-653-1351 View
Space: 305 Division St S 1 Suite C Tenant: Svensen Financial Services Vacant: No	Owner contact: Thomas Ryan View

The user interface of the actual database looks like this:

ID	Division	Building Number	Name	Address
34	018 Division S	#201	Residence	
37	018 Division S	#202	Residence	
341	018 Division S	12	Relax	Community Resources, 2000 sq ft
340	018 Division S	14	Relax	Alone Salon, approx
342	018 Division S	9	Relax	Anytime Fitness, approx
743	018 Division S	W	Office	1078 sq ft

The Buildings table.

ID	Division	Building Number	Name	Address
34	018 Division S	#201	Residence	
37	018 Division S	#202	Residence	
341	018 Division S	12	Relax	Community Resources, 2000 sq ft
340	018 Division S	14	Relax	Alone Salon, approx
342	018 Division S	9	Relax	Anytime Fitness, approx
743	018 Division S	W	Office	1078 sq ft

The Businesses table.

Additionally, we will happily provide distillations of data for specific needs upon request.

Appendix C (from the mid-year report): What businesses are talking about

One of the critical aspects of the NDDC's work — as an organization and in its contract with the City of Northfield — is to be an "ear to the ground" about downtown issues. To this end, I have initiated conversations with more than 80 downtown business owners and managers.

The direction these conversations take vary with each visit. At one end of the spectrum, I have been introducing people to the NDDC, to our history, and to our initiatives. (At the other end, people have ended up joining our board.) People want to know what we do, and how our work fits with the work of other organizations.

For those who do have issues, their concerns are generally wide-ranging.

- Of course, parking is perennially one of the most common concerns. Interestingly, though, people have a wide range of thoughts about what the "parking problem" is, falling generally into three categories:
 - **Capacity.** There is no overall opinion that we need more parking spaces. Certain parts of certain blocks are seen as problems at certain times, but most people see the issue as more complex than just capacity. Some people would like to see a ramp at the municipal lot on the 400 block of Washington.
 - **Enforcement and fines.** Many people are concerned that business employees and owners are parking in two-hour spots for extended periods, either by "gaming the system" or figuring the low fines are just their monthly parking fee. Several businesses are concerned that the people who are most affected by tickets and fines are visitors, who may not be aware of the two-hour limits (due to poor signage), and may feel unwelcome as a result.
 - **Signage.** A number of people expressed to me frustration with parking signage for visitors. Free public parking is not well marked, particularly for those coming in from the highway. Signage in the Washington Street lot at first glance appears to be "permit only." As noted above, two-hour parking rules could be better indicated.
 - We will always have visitors who want to park "closer" to their destination. Conversations with business people in other popular visitor towns indicate that this is a regular complaint there as well. Often, however, the "distance" is more about perception than reality, where customers feel they can park closer at the mall because they're in the parking lot of the business they're visiting.
- A number of business owners expressed concern about the number of service-sector businesses occupying storefronts, and how hard it is to generate street-level energy on weekends with many storefronts dark. Some service sector business owners expressed a sense that they were not welcome in prime storefront locations.
- Some people were concerned that there isn't space downtown for their business to expand.
- A few business and building owners expressed frustration about historic district regulations (such as paint colors and signage), not so much that the regulations are there, but that they're not easily navigated or understood.
- In general, however, business owners feel quite good about the health of downtown. They consider it a good place for their business to thrive.

FROM THE
Northfield Downtown
DEVELOPMENT CORPORATION
2016 WORKPLAN

- 1 Communicate with downtown businesses.**
- 2 Actively seek people to develop and redevelop downtown property.**
- 3 Recruit retail businesses.**
- 4 Work to keep downtown office space filled.**
- 5 Maintain and expand the database of downtown property.**
- 6 Work with the Chamber and CVB to promote Northfield's offerings.**
- 7 Be a contact and resource for developers and businesses.**
- 8 Work with the EDA to update and print their Community Brochure.**
- 9 Work with the EDA to create successful business/development forums.**
- 10 Manage Downtown Northfield as a fully-functioning whole.**

2016 YTD ACCOMPLISHMENTS

Vision for Downtown workgroup

2 6

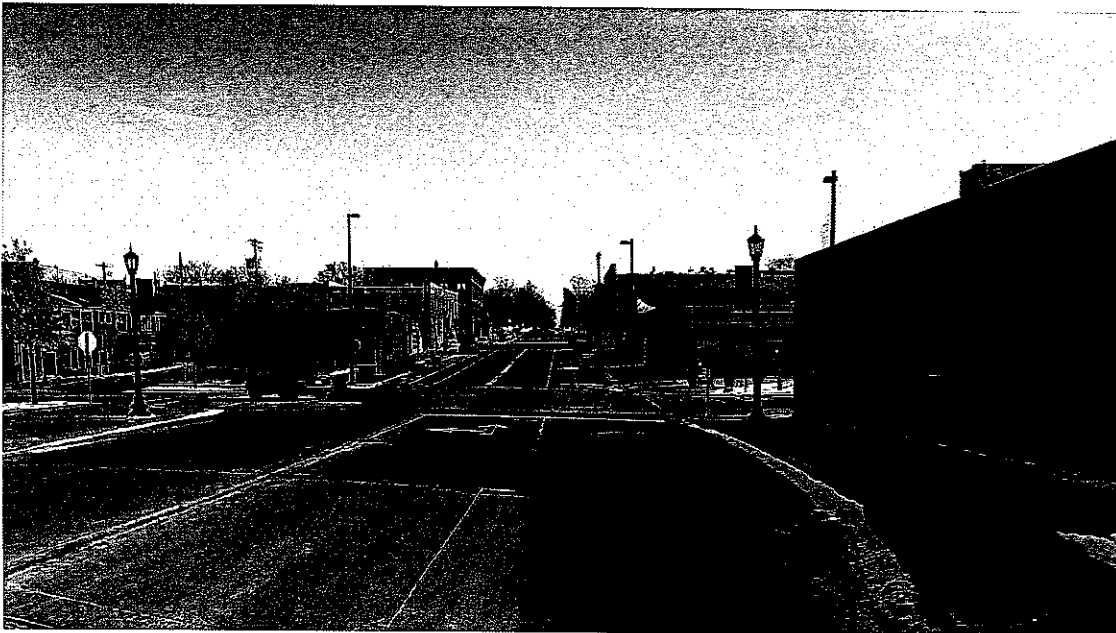
Parking signage recommendations

10

Riverwalk lot: 40 spaces

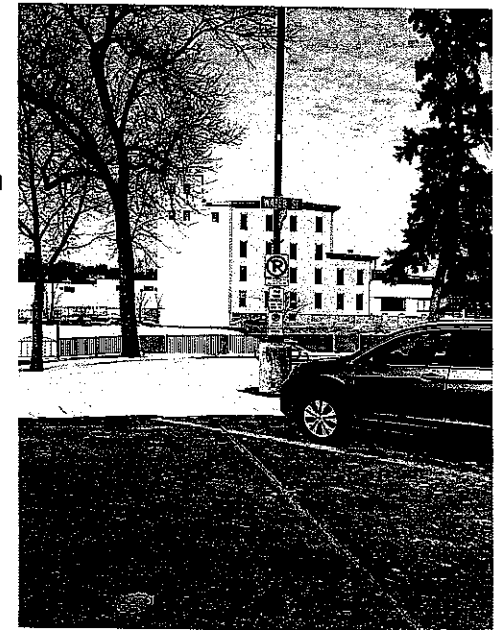


◀ In the lot ▶

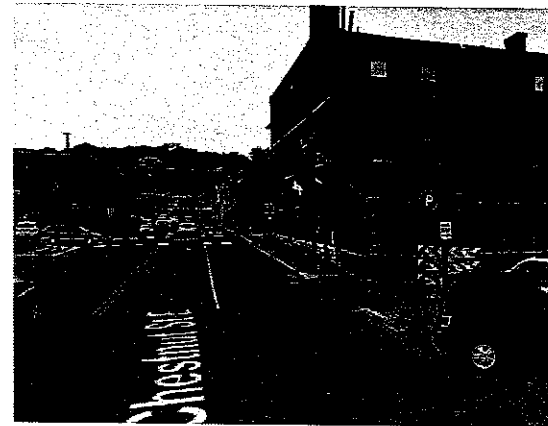
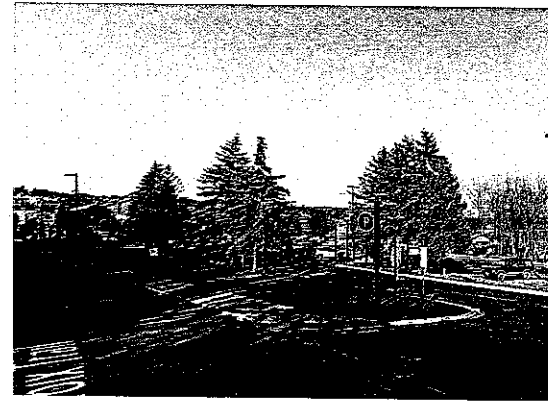


◀ From 5th St,
approaching from
the highway

▶ Entering the
lot from
Bridge Square



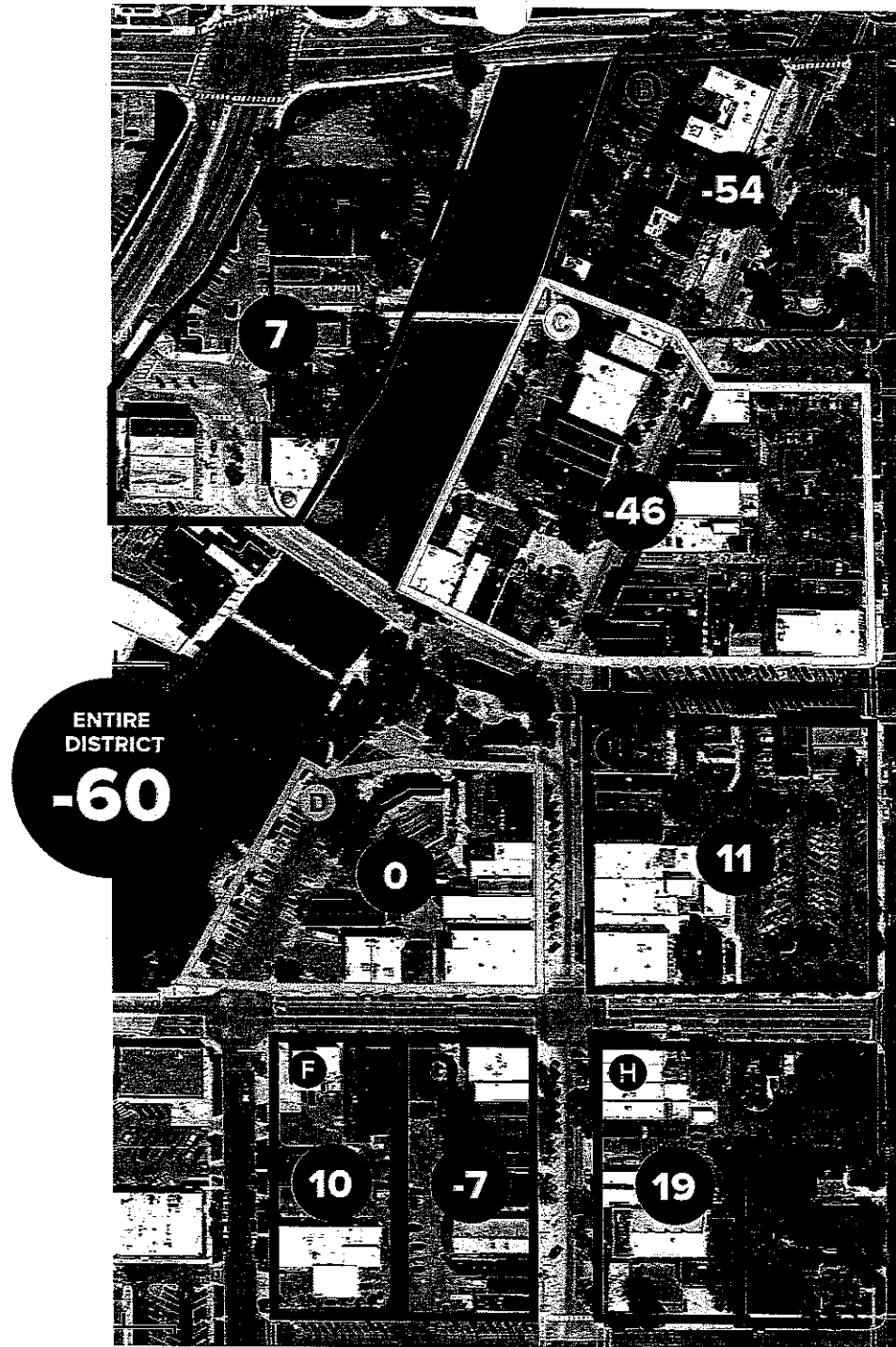
Standardized parking signage in Stillwater





Quantitative parking research

10



Events calendar

1

Are you ready?

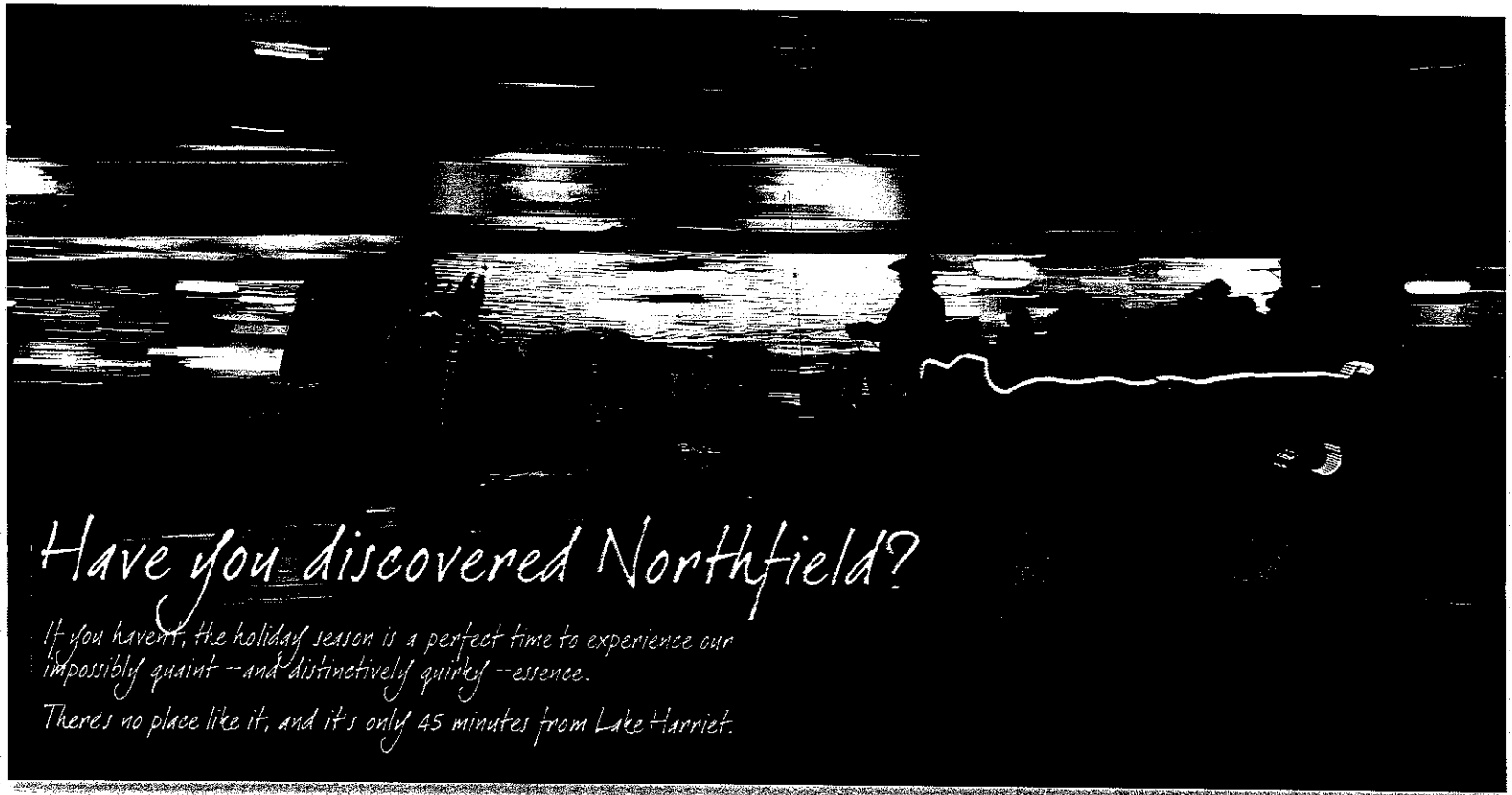
With the nice weather comes visitors, some that you expect, some you may not. We don't want you caught off-guard, so here's a calendar of the biggest happenings.

MON	TUE	WED	THUR	FRIDAY	SATURDAY	SUNDAY
MAY	24	25	26	27 St. Olaf Graduation	28 St. Olaf Graduation	29 Weekend 3,000 VISITORS
					May Fly Festival	
30	31	JUNE	2	3	4 Riverwalk	5 2,500 VISITORS St. Olaf Reunion
6	7	8	9	10	11 Riverwalk 4,000 VISITORS Carleton Graduation	12
13	14	15	16	17	18 Riverwalk	19 2,000 VISITORS Carleton Reunion
20	21	22	23	24	25 Riverwalk	26
					June Bug Festival	
27	28	29	30	JULY	2 Riverwalk	3
4 ★ 	5	6	7	8	9 Riverwalk	10
11	12	13	14	15	16 Riverwalk	17
18	19	20	21	22	23 Riverwalk	24
25	26	27	28 Crazy Date	29	30 Riverwalk	31 10,000 VISITORS Vintage Band Festival

A FRIENDLY REMINDER FROM THE Northfield Downtown DEVELOPMENT CORPORATION

Collaboration with CVB on Northfield marketing

6 10



Have you discovered Northfield?

*If you haven't, the holiday season is a perfect time to experience our
impossibly quaint --and distinctively quirky--essence.*

There's no place like it, and it's only 45 minutes from Lake Harriet.

Downtown map (used by Northfield News and Carleton)

10

WELCOME TO Downtown Northfield!

Businesses are color-coded by street and block.

Eating & Drinking

- | | | |
|---|---|--|
| ☐ B&L Pizza | ☒ Econofoods | ☒ Mandarin Garden |
| ☒ Basil's Pizza | ☒ Froggy Bottoms | ☒ New Buffet |
| ☒ Bittersweet Cafe | ☒ Goodbye Blue Monday | ☒ Quality Bakery |
| ☒ Brick Oven Bakery | ☒ Just Food Co-op | ☒ Quarterback Club |
| ☒ Cake Walk | ☒ The Hideaway Coffee House & Winebar | ☒ Tandem Bagels |
| ☒ Carbone's Pizza | ☒ Hogan Brothers Acoustic Café | ☒ The Tavern of Northfield |
| ☒ Chapati: Cuisine of India | ☐ J. Grundy's Rueb'n'Stein | ☐ El Triunfo |
| ☒ The Contented Cow | | ☐ VFW Club |
| ☐ Eagles Club | | |

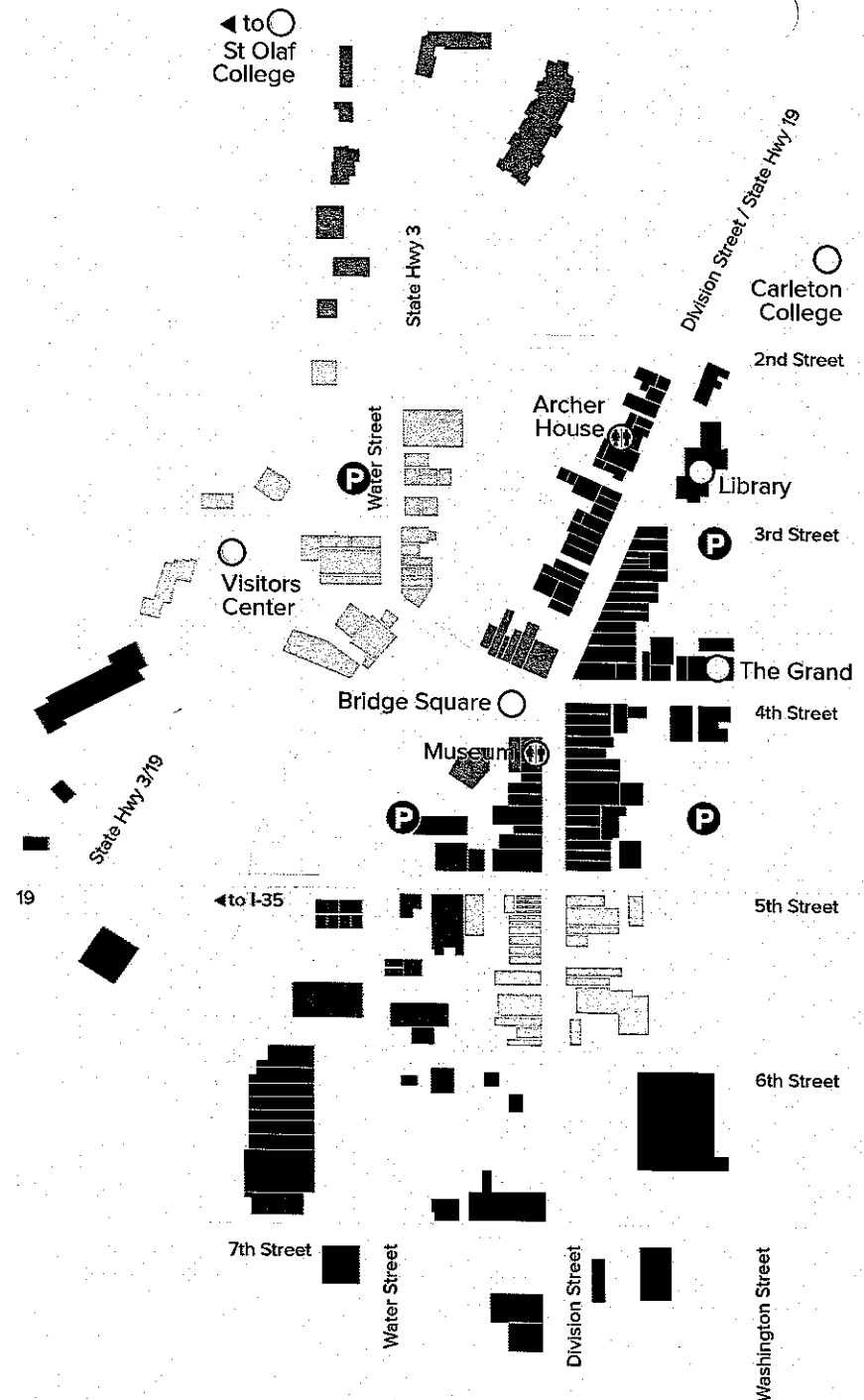
Specialty Shopping

- | | | |
|---|--|---|
| ☒ Anna's Closet | ☒ Jenkins Jewelers | ☒ High Noon Ink |
| ☒ Antiques of Northfield | ☒ The Local Joint | ☒ Ragstock |
| ☒ Artistic Beads/The Goat | ☐ Mainstream Boutique | ☒ The Rare Pair |
| ☒ A Bag Lady | ☒ Makeshift Accessories | ☒ Rooms by Tagg 2 |
| ☐ Buttons & Bows Babydoll Clothes | ☒ The Measuring Cup | ☐ Secret Attic |
| ☒ Club Tiki | ☒ Mike's Bikes | ☒ The Sketchy Artist |
| ☐ Cocoa Bean Toys & Sweets | ☒ Monarch Gift Shop | ☒ Studio Elements |
| ☒ Content Bookstore | ☒ Northfield Historical Society Museum Store | ☒ Swag |
| ☒ Echo Used DVDs & Games | ☒ Northfield Olive Oils and Vinegars | ☒ Thrifty Parrot |
| ☒ Eco Gardens | ☒ Northfield Arts Guild | ☒ Tom's Downtown Bicycles |
| ☒ Games N Geek | ☒ Northfield Yarn | ☒ Vintage, etc. |
| ☒ High Noon Ink | ☒ Paper Petalum | ☒ Vision |

Sundries

- | | | |
|--|--|---|
| ☒ Aquatic Pets | ☒ Evenson's Hallmark Cards | ☒ Pat Dunn's Nutrition Center |
| ☒ Arrow Ace Hardware | ☒ Forget-Me-Not Florist | ☒ Rocky Top |
| ☒ Bierman's | ☐ In The Dog House | ☒ Sterling Drug |
| ☒ Champion Sports | ☐ Larson's Printing | ☒ Used A Bit Shoppe |
| ☒ Clothes Closet | ☒ NAPA Auto Parts | ☐ Willie's Boots and Leather Repair |
| ☒ Downtown Tobacco | ☒ Northfield Liquor Store | |
| ☒ Econofoods | ☒ Northfield Pharmacy | |

Provided by the Northfield Downtown Development Corporation



Restaurant recruitment

3

Communication with potential redevelopers

26

Light pole banners

6 10

Connecting landlords and businesses

1 4 5 7

The NDDC in 2016

Property development. Our Downtown inventory project last year showed us a number of things, but nothing more dramatically than the lack of available space. While a vacancy rate of 5% is seen as ideal for retail districts (to allow for growth, changes, and new businesses), Downtown Northfield has only 0.7% vacancy, with only a couple of empty retail spaces. Office space isn't much better. Because of this, we have placed a priority on the slow process of recruiting developers and investors to improve the commercial capacity of Downtown. At the same time, we will continue to recruit excellent tenants for the spaces that will be created.



We have also convened a "Vision for Downtown" workgroup, to create a plan for what Downtown should look like in years to come. This group is just starting, but we're very excited about the possibilities.

Marketing Downtown Northfield. This is not simply "promotion", and we don't want to duplicate the fine work done by the Convention and Visitors Bureau. We mean marketing in the broader way: making sure



Downtown Northfield is something worthy of enthusiastic promotion, both to outsiders and within town. This includes creating maps and lamp-post banners to give Downtown a more welcome and unified feel, identifying features that detract from a positive experience and working to change those aspects, and recruiting businesses that can actively enhance the quality of the district.

Parking. Parking is a perennial issue in Downtown Northfield, and to some maybe the only critical issue. We have found that "the parking issue" is actually a number of issues, each presenting different challenges. We're already working on signage, to make public parking in Downtown easier to find and easier to understand. At the same time, we are trying to get solid data about other parking issues, so that we don't fix a problem that isn't there, and so we can solve those problems without an unnecessary use of resources.



Of course, as other issues related to the health of Downtown arise, we will take action. But these three are our top areas of ongoing focus.

NDDC YTD 2016 accomplishments

Vision for Downtown workgroup. The NDDC has convened a volunteer citizen group to discuss what Downtown will look like in five to ten years. Our goal is to provide some recommendations that could be rolled into future plans. A summary of the project is in the Council packet. [Workplan items 2 and 6.]

Parking signage recommendations. We have had discussions with City staff and the police on improving signage around public parking lots. We have made recommendations, which are provided in the Council packet. [Workplan item 10.]

Quantitative parking research. As we all know, parking is an ongoing issue in Downtown. What we don't know is how much of that issue is perception or reality, and what the nature of the problem is. We have long asked Downtown residents and Downtown workers to not park on the street, leaving that for customers. So we asked, are there adequate parking options for people to follow these instructions? We divided Downtown into a set of zones, roughly block by block, to compare need against capacity. What this diagram shows is the surplus or deficit of off-street parking spaces compared against the number of weekday workers and apartments in each zone. These numbers do not tell the whole story, but they start to quantify where our parking challenges are. [Workplan item 10.]

Events calendar. Twice a year, we provide Downtown retailers with a calendar of events, including data about how many visitors to expect, so they are prepared for additional customers. We always get a very positive response from these. [Workplan item 1.]

Collaboration with CVB on Northfield marketing. The NDDC has an ongoing working relationship with the CVB to promote Downtown. In December, with the assistance of the CVB, we did this direct mail piece targeted at Minneapolis addresses. We continue to discuss ways to collaborate. [Workplan items 6 and 10.]

Downtown map. The NDDC has created this Downtown map which is used by the Northfield News and Carleton. We manage updates as needed. [Workplan item 10.]

Restaurant recruitment. We have talked with six or seven Twin Cities restaurateurs about locating an operation in Northfield. We are laying the groundwork for when a potential location becomes available. [Workplan item 3.]

Communication with potential redevelopers. As we hear of people interested in redevelopment in Downtown, we reach out to them, seeing how we can work with them to make their interests come to fruition. We also provide guidance on the local market and strategy. [Workplan items 2 and 6.]

Light pole banners. We are talking with the CVB, City staff, and the Historical Society about replacing the worn Sesquicentennial light pole banners. We have allotted the funds to do this, but want to make sure our designs align with other groups' needs. [Workplan items 6 and 10.]

Connecting landlords and businesses. As needed, we help businesses find potential locations, as well as inform building owners of potential tenants. With the very low vacancy rate in Downtown, options are often limited, and good solutions require some creativity. [Workplan items 1 4 5 and 7.]

NDDC Year-to-date 2016 financials

	January	February	March	April	May	June	YTD
REVENUE							
Partnership Campaign	245.10		500.00		3382.00	3,547.55	7,674.65
Events and Marketing							0.00
Sponsorships							0.00
Miscellaneous			223.00				223.00
TOTAL COMMUNITY SUPPORT	245.10	0.00	723.00	0.00	3,382.00	3,547.55	7,897.65
Grants - Foundations							0.00
City Contract		17,500.00					17,500.00
TOTAL OTHER SUPPORT	0.00	17,500.00	0.00	0.00	0.00	0.00	17,500.00
TOTAL REVENUE	245.10	17,500.00	723.00	0.00	3,382.00	3,547.55	25,397.65
EXPENSE							
Salary	1,873.75	1,873.75	1,873.75	1,873.75	1,873.75	1,873.75	11,242.50
Payroll Taxes	817.50	817.50	817.50	817.50	817.50	817.50	4,905.00
TOTAL PERSONNEL	2,691.25	2,691.25	2,691.25	2,691.25	2,691.25	2,691.25	16,147.50
Rent							0.00
Telephone	66.55	66.55	66.55		148.08	116.14	463.87
Technology		83.50					83.50
Accounting		90.00	30.00		150.00	1,065.00	1,335.00
Professional Services							0.00
Administrative Support							0.00
Printing, Postage, and Supplies			3.35	113.56	146.68	266.78	530.37
Insurance			420.00				420.00
Tax Filing					25.00		25.00
Advertising					75.00		75.00
TOTAL ORGANIZATION	66.55	240.05	519.90	113.56	544.76	1,447.92	2,932.74
TOTAL EXPENSE	2,757.80	2,931.30	3,211.15	2,804.81	3,236.01	4,139.17	19,080.24

Vision for Downtown workgroup

The purpose of the group: To create a vision—in the form of a document and plan—that will tell business owners, city government, and developers what we'd like to see Downtown Northfield look like in five to ten years, including aesthetic elements, commercial functions, and cultural activities, balancing outside-the-box thinking with practical achievability.

This workgroup will use the following documents as a foundation for their work:

- "Comprehensive Economic Development Plan", City of Northfield, 2006
- "Framework Planning in Northfield", Northfield Roundtable, 2014
- "Working Plan for Downtown Northfield", City of Northfield, 2004
- "Downtown Northfield Streetscape Framework Plan", City of Northfield, 2006
- "Downtown Preservation Design Guidelines", Northfield Heritage Preservation Commission, 2004
- "ArtsPlan06", NDDC, 2006
- other documents and resources as useful

The members of the Vision for Downtown workgroup were selected from a pool of interested citizens. In April, the *Northfield News* ran a guest column from the NDDC announcing the formation of this group, and asking for people to sign up. Twelve people from diverse backgrounds were selected.

The workgroup will meet at least monthly for up to a year, with the final product to be a report providing some level of vision for the future of Downtown, as well as explanations of what additional work or resources is needed.

Instructions to group members:

Questions

In five to ten years:

- How will the visitor's experience be different?
- What amenities will be added?
- What cultural, arts, and entertainment options will Downtown offer?
- Will there be more people living in Downtown? Who? Where will they live?
- What kinds of new buildings will there be? Where?
- What will Downtown no longer have? What will go away?

To start, we want to consider any and all ideas, from the simple to the outlandish. For any of these visions, what stands in the way of reaching that goal? Will removing those barriers facilitate other improvements? Will it cause new problems?

Note: Be aware of what assumptions underlie the goals you come up with. Everyone may not share these assumptions.

There are many documents and reports about Northfield and Downtown specifically that address some of these issues. But, you will note, none of them give clear guidance of what we want Downtown to look like, to contain, or at least not in a comprehensive, concise way. Our job is to create that vision. It's OK if we don't come up with any new ideas (although I believe we will likely have several gaps to fill with new ideas). I want everyone to become enough familiar with those preceding documents to have a sense of what we should include, and what doesn't work.