

CONSULTANT SERVICE CONTRACT

This Contract, made this 5th day of January, 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 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.

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 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.

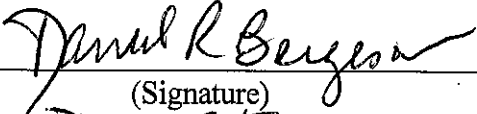
- W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- X. **Survivability.** 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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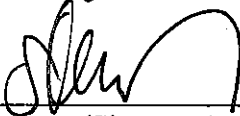
SECTION VII - SIGNATURES

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

CONSULTANT: NORTHFIELD DOWNTOWN DEVELOPMENT CORPORATION

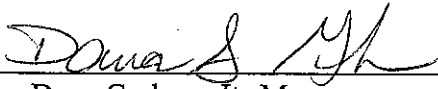
By: 
(Signature)
Title: PRESIDENT
Print Name: DANIEL R. BERGESON

Date: 12/30/15

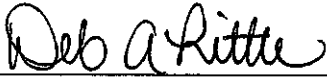
By: 
(Signature)
Title: EXECUTIVE DIRECTOR
Print Name: SCOT COVEY

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

NORTDO1

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 E-MAIL ADDRESS: FAX (A/C, No): 507-645-8539																					
INSURED Northfield Downtown Development Corp PO Box 55 Northfield, MN 55057	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Selective Insurance Group, Inc</td><td>19259</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Selective Insurance Group, Inc	19259	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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 INSD	SUBR 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 ☐ HIRED AUTOS ☐ SCHEDULED 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 <i>Heather C. Cole</i>
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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
CEDP: 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 a 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
CEDP: 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 Database](#) [Database](#) [Search Listings](#)

Advanced Search

Office

Space: 301 Division St S 1 Suite 109 Tenant: Vital Force Consulting Type: Office	Owner contact: Thomas Ryan View
Space: 301 Division St S 1 Suite 110 Tenant: Trivah 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: 507-653-1851 View
Space: 302 1/2 Division St S 1 Suite 2 Vacant: Yes Type: Office Owner contact: Norman Butler	Contact phone: 507-653-1851 View
Space: 305 Division St S 1 Suite C Tenant: Svenson Financial Services Vacant: No	Owner contact: Thomas Ryan View

The user interface of the actual database looks like this:

The screenshot shows a database application window titled 'Buildings'. The interface includes a menu bar (File, Edit, View, Insert, Format, Records, Scripts, Window, Help) and a toolbar. The main area is divided into several sections:

- Left Panel:** Contains a list of buildings with details for 'Building ID: 729', 'Address: 118 Division St S', 'City: Northfield', 'State: MN', 'Zip: 55057', 'Phone: 507-854-2211', and 'Owner: New Division Development Co. LLC'.
- Top Right Table:** A table with columns for Building ID, Address, City, State, Zip, Phone, and Owner. It lists several buildings, including '36 618 Division St S #201', '37 618 Division St S #202', '341 618 Division St S E', '340 618 Division St S N', '342 618 Division St S S', and '363 618 Division St S W'.
- Bottom Left Table:** A table with columns for Building ID, Address, City, State, Zip, Phone, and Owner. It lists several buildings, including '36 618 Division St S #201', '37 618 Division St S #202', '341 618 Division St S E', '340 618 Division St S N', '342 618 Division St S S', and '363 618 Division St S W'.

The Buildings table.

The screenshot shows a database application window titled 'Businesses'. The interface includes a menu bar (File, Edit, View, Insert, Format, Records, Scripts, Window, Help) and a toolbar. The main area is divided into several sections:

- Left Panel:** Contains a list of businesses with details for 'Business ID: 7', 'Business: Northfield Pharmacy and Custom Compounding', 'Address: 801 Water St S', 'City: Northfield', 'State: MN', 'Zip: 55057', 'Phone: 507-854-2211', 'Email: northfieldpharmacy.org', 'Owner: Rob Anderson', 'Title: Pharmacist', and 'Business ID: 7'.
- Top Right Table:** A table with columns for Business ID, Business, Address, City, State, Zip, Phone, and Owner. It lists several businesses, including '36 618 Division St S #201', '37 618 Division St S #202', '341 618 Division St S E', '340 618 Division St S N', '342 618 Division St S S', and '363 618 Division St S W'.
- Bottom Left Table:** A table with columns for Business ID, Business, Address, City, State, Zip, Phone, and Owner. It lists several businesses, including '36 618 Division St S #201', '37 618 Division St S #202', '341 618 Division St S E', '340 618 Division St S N', '342 618 Division St S S', and '363 618 Division St S W'.

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 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 sectors 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.