



Northfield Economic Development Authority (EDA)

Thursday – 7:30 AM, January 28, 2010
Council Chambers, Northfield City Hall

AGENDA

1. **Call to Order** 7:30 am
2. **Roll Call** 7:31 am
3. **Approval of Agenda** 7:32 am
4. **Approval of Minutes** 7:33 am
 - a) January 14, 2010, EDA Board Meeting
5. **President's Report** 7:35 am
6. **Director's Report** 7:40 am
7. **Subcommittee Reports and Action Items**
 - a) Elect officers for 2010 7:45 am
 - b) Proposed meeting schedule and committee structure for 2010 7:55 am
 - c) Discuss professional service agreements with NEC and NDDC 8:05 am
 - Approve NEC Professional Service Agreement
 - Approve NDDC Professional Service Agreement
 - d) Discussion of EDA 2010 Work Plan 8:20 am
 - Committee Assignments
 - e) Other Committee Assignments 8:55 am
 - Transportation, BR&E, Chamber, NEC, NDDC, CVB, and CVN
8. **Next Meetings**
 - Regular EDA Board Meetings: February 11, 2010, February 25, 2010
9. **Adjournment** 9:00 am

Please call 507.645.3059 if you cannot attend the meeting.
EDA PACKET INFORMATION IS NOW AVAILABLE ONLINE AT
WWW.CI.NORTHFIELD.MN.US/

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MEMBERS PRESENT: Rick Estenson, Jenelle Teppen, Steve Engler, Victor Summa, Rhonda Pownell, Marty Benson, Jim Pokorney

ALSO PRESENT: Steve Rholl, Keith Covey, Randy Jennings, Blake Abdella, Kathryn Summa, Kathy Feldbrugge, Ross Currier, Jon Denison, Griff Wiggley, Northfield News, City Administrator Joel Walinski, Economic Development Manager Jody Gunderson, Community Development Director Brian O’Connell, Recording Secretary Sandra Bremer

1) **Call to Order**

Chair Estenson called the meeting to order with a quorum present at 7:30 a.m.

3) **Approval of Agenda**

A motion was made by Pokorney and seconded by Teppen to approve the agenda of January 14, 2010.

Summa requested that the agenda be amended to remove the election of officers. He felt that the bylaws needed to be revised and codified by the Council before the election took place.

It was noted that the election of officers has taken place in January in previous years. Some members felt that the election of officers could take place at this meeting subject to the Council codifying the revised bylaws at their next meeting.

A motion was made by Summa and seconded by Engler to remove the election of officers from the agenda until March 1 to allow the Programs, Processes, and Procedures subcommittee time to complete their review of the bylaws.

There was much discussion regarding this issue. Members raised concerns which were addressed by Staff. It was noted what the subcommittee had done to date regarding the review of the by-laws.

A motion was made by Benson and seconded by Engler to have a friendly amendment to the motion to amend the agenda to move the election of officers to the January 28, 2010, EDA agenda. Yes votes by Teppen, Summa, Benson, Engler, and Pownell. No votes by Pokorney and Estenson. Motion carried.

Vote on the motion as amended to approve the agenda to remove the election of officers until the January 28, 2010, meeting. All in favor. Motion carried.

4) **Approval of Minutes**

*A motion was made by Pownell and seconded by Teppen to approve the minutes of December 17, 2009, as amended on Page 3, 1st paragraph, change to read: “...have to be **codified** by the City Council...has a chance to **codify** the bylaws.” And on Page 4 e) 2nd paragraph, change to add: “The agreement also required completion of the first two phases of the construction to qualify for the loan to be forgiven.” All in favor. Motion carried.*

A motion was made by Teppen and seconded by Pownell to approve the minutes of the Special meeting of December 30, 2009. Summa asked that a copy of the revised agreement for of the Aleton subordination be given to the members. All in favor. Motion carried.

5) **President's Report**

Estenson noted that he would like to step down as President after serving for several years. He agreed to continue to serve as President through the end of January.

Members expressed appreciation for the service he has provided to the Economic Development Authority as President.

6) **Director's Report** –

Gunderson commented on the meeting held with the Rice County Economic Impact Analysis Presentation and felt a lot of good information was provided. He thanked the members for attending.

7) **Subcommittee Reports and Action Items**

a) Elect Officers for 2010 – Removed from Agenda and placed on January 28, 2010 agenda.

b) Proposed meeting schedule and committee structure for 2010

Gunderson presented his response to the members asking him to comment on what would make his position more efficient.

Concerns that were raised by the members were:

- The delay that would occur if items were discussed at one meeting and moved to the next meeting for action causing a month delay versus two weeks;
- The concern that last year the subcommittees were set up to include the partners and there was concern that this was not going to be allowed this year with the proposed language;
- Some members felt that the subcommittee structure should stay as it is and allow for the partners to be called in as advisors when necessary;
- Some members felt that there were problems with how the EDA is working with Staff and how the Director manages the EDA.

Benson left the meeting at 8:22 a.m. He indicated he was in favor of Staff's recommendation.

There was concern raised about the nature of the meetings and that the action items are not getting taken care of due to the time discussions are taking.

Pokorney left the meeting at 8:45 a.m.

There was discussion about the issues that have been raised and concerns were raised about how the EDA is working and not working. Some members felt that that the Director should have more of a leadership role and the EDA then holds him accountable and gives him direction. It was agreed this would not be resolved at this meeting.

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TO: Economic Development Authority Board
FROM: Jody Gunderson, Economic Development Director
RE: Election of Officers for 2010
ATTACHMENTS: Minnesota Statutes 2009; 469.096
Excerpt From Northfield Economic Development Authority By-laws
Memo 01-15-10

Background

According to Minnesota Statute 469.096, subdivision 2, and the Northfield Economic Development Authority's by laws, Article 2, Section 6, the EDA Board is required to hold annual elections for its officers. In 2009 the EDA Board determined that the Assistant Treasurer position would be performed in conjunction with the Secretary/Treasurer position, which has been done in the past.

The process of voting on the EDA's officers is not defined within the organization's by-laws, and as such, the Economic Development Director has researched the election procedure dating back to 2004. The EDA Board has undertaken this vote during the first meeting of the new year by accepting a Board members motion on a slate of candidates, a second by another Board Member, followed by a vote of the attending EDA Board members.

At the January 14, 2010, EDA Board meeting a couple of members asserted that the Board did not have the authority to amend their by-laws without City Council approval. After discussing the matter the Board relented and requested that the Economic Development Director present the amendment to the City Council for consideration at their next meeting. The Economic Development Director has had an opportunity to research this matter and there appears to be no justification for the EDA to seek City Council approval for amendments to their by-laws (Memo 10-15-10).

Based upon the direction of the EDA Board, the Economic Development Director presented the EDA by-law amendment to the City Council at their January 19, 2010, regular City Council meeting. Council members questioned why this item was on the agenda stating "the EDA approves its own by-laws." City Council member liaisons to the EDA spoke about what occurred at the January 14, 2010, Board meeting which prompted this request.

A motion was made by Council member Pownell and seconded by Council member Pokorney to "AFFIRM THE CHANGES TO THE EDA'S BY-LAWS PASSED BY THE EDA BOARD ON DECEMBER 17, 2009." The motion passed with a vote of 5-2.

Recommendation: The Economic Development Director is requesting that the Board vote to elect its officers (President, Vice President, Secretary/Treasurer) for 2010. Furthermore, the Director believes the EDA should seek a legal opinion on this matter from the City's Attorney. This would assist the EDA to establish a legal protocol for future amendments to the EDA's by-laws.

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469.096 OFFICERS; DUTIES; ORGANIZATIONAL MATTERS.

Subdivision 1. **Bylaws, rules, seal.** An authority may adopt bylaws and rules of procedure and shall adopt an official seal.

Subd. 2. **Officers.** An authority shall elect a president, a vice-president, a treasurer, a secretary, and an assistant treasurer. The authority shall elect the president, treasurer, and secretary annually. A commissioner must not serve as president and vice-president at the same time. The other offices may be held by the same commissioner. The offices of secretary and assistant treasurer need not be held by a commissioner.

Subd. 3. **Duties and powers.** The officers have the usual duties and powers of their offices. They may be given other duties and powers by the authority.

Subd. 4. **Treasurer's duties.** The treasurer:

- (1) shall receive and is responsible for authority money;
- (2) is responsible for the acts of the assistant treasurer;
- (3) shall disburse authority money by check only;
- (4) shall keep an account of the source of all receipts, and the nature, purpose, and authority of all disbursements; and

(5) shall file the authority's detailed financial statement with its secretary at least once a year at times set by the authority.

Subd. 5. **Assistant treasurer.** The assistant treasurer has the powers and duties of the treasurer if the treasurer is absent or disabled.

Subd. 6. **Treasurer's bond.** The treasurer shall give bond to the state conditioned for the faithful discharge of official duties. The bond must be approved as to form and surety by the authority and filed with the secretary. The bond must be for twice the amount of money likely to be on hand at any one time, as determined at least annually by the authority provided that the bond must not exceed \$300,000.

Subd. 7. **Public money.** Authority money is public money.

Subd. 8. **Checks.** An authority check must be signed by the treasurer and one other officer named by the authority in a resolution. The check must state the name of the payee and the nature of the claim that the check is issued for.

Subd. 9. **Financial statement.** The authority's detailed financial statement must show all receipts and disbursements, their nature, the money on hand, the purposes to which the money on

hand is to be applied, the authority's credits and assets, and its outstanding liabilities in a form required for the city's financial statements. The authority shall examine the statement together with the treasurer's vouchers. If the authority finds that the statement and vouchers are correct, it shall approve them by resolution and enter the resolution in its records.

History: *1987 c 291 s 97*



Excerpted From Northfield Economic Development Authority By-laws

Article II Officers.

Section 1. The officers of the Authority shall be a President, a Vice-President, a Secretary/Treasurer, and an Assistant Treasurer. The President, the Vice-President, and the Treasurer shall be members of the Board and shall be elected annually, and no Commissioner may be both President and Vice-President simultaneously.

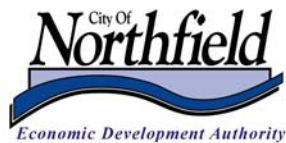
Section 2. President. The President shall preside at all meetings of the Board. Except as otherwise authorized by resolution of the Board, the President and the Secretary/Treasurer (the Vice-President, in the Secretary/Treasurer's absence or incapacity) shall sign all contracts, deeds, and other instruments made or executed by the Authority, except that all checks of the Authority shall be signed by the Secretary/Treasurer and Assistant Treasurer. At each meeting, the President shall submit such recommendations and information as he or she may consider proper concerning the business, affairs, and policies of the Authority. (Amended 12-17-09).

Section 3. Vice-President. The Vice-President shall perform the duties of the President in the absence or incapacity of the President; and in case of the resignation or death of the President, the Vice-President shall perform such duties as are imposed on the President until such time as the Board shall select a new President. (Amended 12-17-09).

Section 4. Secretary/Treasurer. The Secretary/Treasurer shall insure that minutes are kept of all meetings of the Board and all records retained of the Authority. The Secretary shall also have such additional duties and responsibilities as the Board may from time to time and by resolution prescribe. The Secretary/Treasurer shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Board may select. The Secretary/Treasurer and Assistant Treasurer shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Board. The Secretary/Treasurer shall keep regular books of accounts showing receipts and expenditures and shall render to the Board, at least annually (or more often when requested), an account of such transactions and also of the financial condition of the Authority. (Amended 12-17-09).

Section 5. Assistant Treasurer. The Assistant Treasurer shall act as the Secretary/Treasurer's agent and assistant to perform the above-described duties, subject to the Treasurer's approval thereof. (Amended 3-28-02).

Section 6. Executive Committee. The Executive Committee of the EDA is comprised of the President, Vice-President, and Secretary. This group will meet only on an as-needed basis to provide direction to Staff regarding deal structuring, loan reviews, budget preparation, and Board nominations. The Executive Committee will have no authority to bind or obligate the EDA, but instead will work with Staff to formulate recommendations to the EDA as a whole. (Amended 10-26-06).



Memo

To: Northfield Economic Development Authority Board Members
From: Jody T. Gunderson, Director of Economic Development
Cc: Northfield City Council
Date: January 15, 2010
Re: Amending Article II, Sections 2, 3, and 4 which refer to the tenure requirement for EDA Board officers.
Attachments:

In light of the concerns raised in the discussion at the beginning of the EDA meeting on Thursday, I have looked more closely into the issue of whether or not the EDA is required to have City Council approval of amendments to its bylaws. Based upon my review of the Northfield Charter and Municipal Code, I was unable to identify any reference requiring City Council approval of the EDA's bylaws.

I have also looked through the minutes of City Council meetings for 2006, the year the EDA's bylaws were amended to include the language the EDA struck on December 17, 2009. I was unable to find any reference to the EDA requesting City Council approval of that amendment. If such approval was required, then the 2006 amendment would not be valid and, therefore, unenforceable.

In the future, it would be helpful if concerns of this nature were raised prior to the EDA Board meeting, so that they may be thoroughly researched on behalf of the Board. This would allow such questions to be addressed with the benefit of the appropriate background information, and with the opinion of the City Attorney, when necessary. In this way the Board would be better able to concentrate its efforts on matters relating to the implementation of Northfield's economic development initiatives.

The bylaw amendment will still be included on the agenda of the January 19, 2010, City Council meeting.



TO: Economic Development Authority Board
FROM: Jody Gunderson, Economic Development Director
RE: Proposed meeting schedule and committee structure for 2010
ATTACHMENTS: Proposed 2010 Board Meetings

Background

The EDA held its annual strategic planning retreat on October 28, 2009. During the meeting some EDA Board members requested that the Economic Development Director provide specific direction as to those operational changes which would allow for more of the Director’s time to be devoted to economic development related activities. The Director of Economic Development is proposing the following operational changes for 2010.

Item 1. FREQUENCY OF REGULAR BOARD MEETINGS

Recommendation: The Economic Development Director is requesting that the EDA Board hold only one meeting on the 4th Thursday of each month, and reserve the first three weeks of the month for committee meeting(s). The schedule would be evaluated in July to determine if the EDA needed to meet more frequently.

Northfield EDA Bylaws; Article III Meetings; Section 1

Regular Meetings. The Board may hold regular meetings, at least monthly, according to a meeting schedule, if any, adopted or revised from time to time by the Board.

The Board currently meets on the second and fourth Thursday of each month (except in cases of recognized holidays as identified in the attached meeting schedule). The Director believes a more effective use of the Board’s time would be to hold committee meetings the first part of the month, and the full Board meeting on the fourth Thursday of each month. Special meetings could be scheduled if there was a pressing matter that required immediate attention. This would allow the Committees and the Economic Development Director the ability to devote more of their time executing the EDA’s work plan initiatives. The following recommendation does not require modifying the EDA’s by-laws.

Motion: Changing the regular EDA Board meeting schedule to meet once a month on the 4th Thursday of each month beginning March 2010, with a review of the meeting schedule at its July 2010, Board meeting.

VOTE: BENSON POWNELL ESTENSON ENGLER
 POKORNEY TEPPEN SUMMA



Item 2. SUBCOMMITTEE STRUCTURE

Recommendation: The Economic Development Director is requesting that the EDA Board define its committees with no more than three (3) Board members and the Economic Development Director. There are no provisions in the EDA’s by-laws that govern the organization’s committee structure. The committee may on occasion request input from the EDA’s economic development partners, business leaders, or other experts. This approach would be consistent with most Northfield organizations and the City Council. This action would in no way prohibit EDA committees from interacting with its economic development partners, business leaders, or community organizations, but instead better define their role. The following recommendation does not require modifying the EDA’s by-laws.

Motion: The EDA’s Committee structure shall consist of no more than three (3) Board members and the Economic Development Director with the discretion of the committee requesting participation from the EDA’s economic development partners, business leaders, or other experts on a case-by-case basis.

VOTE: _____ BENSON _____ POWNELL _____ ESTENSON _____ ENGLER
 _____ POKORNEY _____ TEPPEN _____ SUMMA

Item 3. ROLE OF THE EXECUTIVE COMMITTEE

Recommendation: The Economic Development Director is requesting that the EDA Board adhere to the role of the Executive Committee as described in its by-laws.

Northfield EDA By-laws; Article II Officers, Section 6
Executive Committee. The Executive Committee of the EDA is comprised of the President, Vice-President, and Secretary. This group will meet only on an as-needed basis to provide direction to Staff regarding deal structuring, loan reviews, budget preparation, and Board nominations. The Executive Committee will have no authority to bind or obligate the EDA, but instead will work with Staff to formulate recommendations to the EDA as a whole (Amended 10-26-06).

In 2009, the EDA Board transferred a number of the responsibilities assigned to the Executive Committee to the Programs, Processes, and Procedures Committee. The Economic Development Director believes that the proper environment for preliminary discussions on certain matters resides with the Executive Committee, which is standard practice in most economic development agencies. The following recommendation does not require modifying the EDA’s by-laws.

Motion: The EDA Board acknowledges and will adhere to the role of the Executive Committee as defined by the EDA’s by-laws.

VOTE: _____ BENSON _____ POWNELL _____ ESTENSON _____ ENGLER
 _____ POKORNEY _____ TEPPEN _____ SUMMA

Proposed 2010 Northfield Economic Development Authority Board Meeting Schedule

○ Full Board Meeting

January	February	March	April
<i>m t w t f s s</i> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<i>m t w t f s s</i> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	<i>m t w t f s s</i> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<i>m t w t f s s</i> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

May	June	July	August
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September	October	November	December
<i>m t w t f s s</i> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	<i>m t w t f s s</i> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<i>m t w t f s s</i> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	<i>m t w t f s s</i> 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

2010

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TO: Economic Development Authority Board
FROM: Jody Gunderson, Economic Development Director
RE: Review 2010 scope of services with NDDC and NEC
ATTACHMENTS: NDDC Resolution
NEC Resolution
2008 NDDC & NEC Agreements

Background

The EDA Board has had considerable discussions over the last several months regarding if/and what financial commitment the EDA has with regard to the Northfield Enterprise Center and Northfield Downtown Development Corporation. The EDA Board approved 2009 funding with the NEC and NDDC by a motion at its December 18, 2008, meeting. The Economic Development Director would like to return to the format used for 2008 and formalize agreements with the two organizations.

The Executive Committee met on January 6, 2010, to discuss what initiatives they believed would be important to include within the 2010 agreements. The Executive Board met with the NDDC Director and President on January 8, 2010, to illicit their assistance in developing the NDDC's 2010 scope of services. The Economic Development Director has spoken with the NEC Director on a number of occasions regarding their 2010 scope of services.

This item first appeared before the EDA Board at the January 14, 2010, Board meeting, but was tabled due to time constraints. The Economic Development Director asked that the Board review the material and be prepared to discuss the matter at the EDA's January, 28, 2010, regular Board meeting. Resolutions approving each agreement have been drafted so that the Board has the flexibility to formalize each agreement at the conclusion of discussions if that is their preference.

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**RESOLUTION #2010-02
ECONOMIC DEVELOPMENT AUTHORITY**

**APPROVING 2010 PROFESSIONAL SERVICE AGREEMENT
AND FUNDING FOR **NORTHFIELD ENTERPRISE CENTER****

- WHEREAS, the Economic Development Authority's (EDA) primary objective is to promote and improve the economic conditions of Northfield's businesses and residents; and,
- WHEREAS, the Northfield Enterprise Center (NEC) was developed by the EDA as a way to provide financial and technical assistance to Northfield businesses; and,
- WHEREAS, the EDA has provided funding to the NEC since its inception; and,
- WHEREAS; the NEC requested funds from the EDA for the City of Northfield to continue to provide small business assistance to area businesses; and,
- WHEREAS, the NEC will use the funds to promote, improve, and develop economic resources of the City; and,
- WHEREAS, the EDA has determined that the NEC contributes to the overall economic vitality of the community; and,
- WHEREAS, the NEC meets the eligibility requirements as a non-profit organization to receive funds, as established in state statutes.

NOW THEREFORE BE IT RESOLVED that the EDA of the City of Northfield supports the efforts of the NEC and agrees to provide funding in the amount of \$_____ for 2010.

BE IT FURTHER RESOLVED that the NEC will enter into a written professional service agreement with the EDA outlining the general conditions for the use of the funds and necessary reporting requirements.

PASSED by the Economic Development Authority of the City of Northfield on this 28th day of January 2010.

, President

, Secretary/Treasurer

VOTE: ___ BENSON ___ POWNELL ___ ESTENSON ___ TEPPEN
 ___ POKORNEY ___ ENGLER ___ SUMMA

**RESOLUTION #2010-03
ECONOMIC DEVELOPMENT AUTHORITY**

**APPROVING 2010 PROFESSIONAL SERVICE AGREEMENT
AND FUNDING FOR NORTHFIELD DOWNTOWN
DEVELOPMENT CORPORATION**

- WHEREAS, the Economic Development Authority's (EDA) primary objective is to promote and improve the economic conditions of Northfield's businesses and residents; and,
- WHEREAS, the Northfield Downtown Development Corporation (NDDC) is a nonprofit corporation of dedicated citizens working together to realize a vision of a vibrant and vital downtown; and,
- WHEREAS, the EDA has provided funding to the NDDC over the last several years; and,
- WHEREAS, the NDDC will use the funds to pursue marketing, communications, recruitment/retention, logistics, and econometric benchmarking with the funds; and,
- WHEREAS, the EDA has determined that the NDDC contributes to the overall economic vitality of the community; and,
- WHEREAS, the NDDC meets the eligibility requirements as a non-profit organization to receive funds, as established in state statutes.

NOW THEREFORE BE IT RESOLVED that the EDA of the City of Northfield supports the efforts of the NDDC and agrees to provide funding in the amount of \$_____ for 2010.

BE IT FURTHER RESOLVED that the NDDC will enter into a written professional service agreement with the EDA outlining the general conditions for the use of the funds and necessary reporting requirements.

PASSED by the Economic Development Authority of the City of Northfield on this 28th day of January 2010.

, President

, Secretary/Treasurer

VOTE: ___ BENSON ___ POWNELL ___ ESTENSON ___ TEPPEN
 ___ POKORNEY ___ ENGLER ___ SUMMA

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2010, by and between the Northfield Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota (the EDA), and the **Northfield Enterprise Center**, a Minnesota nonprofit corporation (the Contractor), whose business address is as follows: 207 W. Third St - Suite 203 Northfield, Minnesota, 55057.

RECITALS

- A. The EDA seeks to contract with the Contractor for the following purpose(s):
Assist the EDA to complete its economic development initiatives for the City of Northfield.
-
- B. Minn. Stat. §469.101, Subd. 16, authorizes the EDA to appropriate money and make expenditures for the purpose(s) specified above.

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

1. **SCOPE OF SERVICES.** The Contractor shall perform the following services (sometimes referred to as the Project) in exchange for funding from the EDA as provided below:

See attached Exhibit A.

2. **A. COMPENSATION.** Contractor will be paid \$ _____ for the services described in Exhibit A. Compensation shall be dispersed in the following manner:
- a) \$ _____ upon the signing of this Professional Service Agreement by all parties.
 - b) \$ _____ upon completion of each quarterly report in April, July, and October.

B. SUPPLEMENTAL SERVICES. If agreed to by both parties, the client will pay the Consultant on a lump sum basis where the amount is negotiated between the two parties.

C. RECORDS. Consultant shall maintain complete and accurate records of time and expense involved in the performance of services.

D. ADDITIONAL WORK. Any expansion of the scope of the work which may result in increased compensation due the Contractor shall require prior written approval by the EDA Board. The EDA will not pay additional compensation for services that do not have prior written authorization with a specific estimate by the Contractor of type and time and maximum costs, prior to commencement of the work.

E. SUSPENSION OF WORK. If any work performed by the Contractor is abandoned or suspended in whole or in part by the EDA, the Consultant shall be paid for any services performed prior to receipt of written notice from the City of such abandonment or suspension.

3. **TERM.** This Agreement shall commence when signed by both parties and, unless otherwise agreed by the parties in writing, shall terminate upon completion of the Project but no later than December 31, 2010, or at any time by written notice to the other party.
4. **SUBCONTRACTORS.** The Contractor is free to enter into subcontracts for services provided under this Agreement for the completion of any/all tasks identified in the Scope of Services without the express written consent of the EDA, provided that any such subcontractor shall be required by the Contractor to comply with all of the terms hereof which may reasonably apply. The Contractor shall pay subcontractors for undisputed services within ten (10) days of the Contractor's receipt of payment from the EDA. The Contractor shall pay interest of 1.5 percent per month or part of a month to the subcontractor if payment is late and shall pay a minimum monthly interest penalty payment of \$10 for an unpaid balance of \$100 or more.
5. **NON-DISCRIMINATION.** During the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.
6. **REPORTING.** The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services identified in the Scope of Services. All books, records, documents, and accounting procedures and practices of the Contractor and its subcontractor(s), if any, relative to this Agreement are subject to examination by the EDA or its designee. The Contractor shall prepare and submit to the EDA on a quarterly basis a detailed expense report documenting use of the distributed funds covered by this Agreement. The Contractor shall make a report to the EDA on a quarterly basis detailing activities and accomplishments within the scope of the Project.
7. **ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
8. **SEVERABILITY.** The provisions of this Agreement are severable. If any portion hereof is for any reason held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
9. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the

provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

10. **COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, the Contractor shall abide by all statutes, ordinances, rules and regulations which pertain to the Contractor, its officers, agents or employees, or the provision of services identified herein. Without limiting any other provision of this Agreement regarding breach thereof, any violation of this section shall constitute a material breach of this Agreement and entitle the EDA to immediately terminate this Agreement.
11. **WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
12. **INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the EDA, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and reasonable attorneys' fees and costs of alternative dispute resolution, arising out of or by reason of the execution or performance of the work or services provided for herein and against all losses by reason of the failure of the Contractor fully to perform, in any respect, all obligations under this Agreement.
13. **INDEPENDENT CONTRACTOR.** The EDA retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the EDA and is free to contract with other entities. The Contractor shall be responsible for selecting the means and methods of performing the work and shall furnish any and all supplies, equipment, and incidentals necessary for its performance under this Agreement. The Contractor shall not at any time or in any manner represent that the Consultant or its agents or employees are agents or employees of the EDA. The Contractor shall be exclusively responsible under this Agreement for its own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
14. **INSURANCE.** The Contractor shall purchase and maintain insurance to protect itself from claims under the Workers Compensation Act. The Contractor shall purchase and maintain commercial general liability (CGL) insurance to protect itself from claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or any person other than its employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom, and from claims arising out of the performance of this Agreement by the Contractor. The base limits of this policy shall be \$1,000,000 combined single limit. The Contractor shall provide the EDA with evidence of insurance in the form of a certificate from the insurer naming all policies, no later than fifteen (15) days after the execution of this Agreement. The EDA shall be an additional named insured on the Contractor's CGL insurance policy. All such insurance policies shall

contain a provision that they may not be cancelled unless prior written notice thereof is given to the EDA not less than ten (10) business days prior to such cancellation date.

15. **INTEREST BY OFFICIALS.** No elected or appointed official, officer, or employee of the EDA or the City of Northfield shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
16. **COVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that it has not employed any person to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee.
17. **COVENANT AGAINST VENDOR INTEREST.** Contractor 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 Contractor's association with the EDA.
18. **WORK PRODUCT.** All materials and supporting documentation, such as but not limited to reports, exhibits, models, graphics, computer files, maps, and charts, produced through work authorized by this Agreement may be used for EDA purposes unless disclosure of the information is proprietary or trademarked.
19. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the EDA pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. **The Contractor is subject to all provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity.** In the event the Contractor receives a request to release data, it must immediately notify the EDA and the EDA will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The Contractor agrees to defend, indemnify, and hold the EDA, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from the Contractor's officers', agents', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this section shall survive the cancellation or termination of this Agreement.
20. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Contractor relating to this Agreement shall be subject to examination by the EDA and by the State Auditor for a minimum of six years, as provided by Minn. Stat. Sec. 16C.05, Subd. 5.
21. **NOTICES.** Any notices required or desired to be served on the parties to this Agreement shall be served personally or by first class mail as follows:

If to the EDA, to:

If to the Contractor, to:

Northfield Economic Development Authority
801 Washington Street
Northfield, MN 55057

Northfield Enterprise Center
207 W. Third St - Suite 203
Northfield, MN 55057

or to such other person or address as either party may hereafter direct in writing.

22. **CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

NORTHFIELD ECONOMIC DEVELOPMENT AUTHORITY

By: _____, **President**

By: _____, **Secretary**

[Contractor's name]

By: _____, **[position]**

By: _____, **[position]**

Exhibit A

The Northfield Enterprise Center shall perform the following services as its contractual obligation to the Northfield Economic Development Authority.

1. The NEC shall assist existing or potential Northfield Area businesses by:
 - a) Counseling, advising and educating clients on business plans for starting a business, turning a business around, acquiring/selling a business, or for growing the business.
 - b) Providing expertise in financing options and establishing connections to financing sources.
 - c) Providing expertise on steps/processes businesses must follow with City government on business development related activities.
 - d) Connecting businesses to other resources.
2. The NEC shall:
 - a) Establish and conduct two small business training sessions in collaboration with the economic development partner organizations.
 - b) Provide a set of resources (on-line and in hard copy) for businesses through access to existing resources and by developing resources when none exists.
 - c) Facilitate the Experienced Business Advisor Network (EBA) to provide mentoring/counseling resources to Northfield Area businesses.
 - d) Administer College Board of Business Consultants, targeting 6-8 students per academic year.
 - e) Administer Clement F. Shearer Micro Grant application process.
 - f) Provide support to City and EDA in business recruitment and retention activities as requested.
 - g) Work with City, EDA, St. Olaf and Carleton Colleges to provide more opportunities to engage students in business development.
 - h) Provide one ten week internship for a St. Olaf or Carleton College student.
 - i) Market and advertise the NEC.
 - j) Provide the EDA written quarterly reports and financial statement of the NEC's activities. The report should identify those areas of work the NEC has undertaken to assist the Economic Development Authority to accomplish its work plan initiatives.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2010, by and between the Northfield Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota (the EDA), and the **Northfield Downtown Development Corporation**, a Minnesota nonprofit corporation (the Contractor), whose business address is as follows: 105 E. 4th Street, Suite 110, Northfield , Minnesota, 55057.

RECITALS

- A. The EDA seeks to contract with the Contractor for the following purpose(s):
Assist the EDA to complete its economic development initiatives in Northfield's Downtown Business District.
- B. Minn. Stat. §469.101, Subd. 16, authorizes the EDA to appropriate money and make expenditures for the purpose(s) specified above.

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

1. **SCOPE OF SERVICES.** The Contractor shall perform the following services (sometimes referred to as the Project) in exchange for funding from the EDA as provided below:

See attached Exhibit A.

2. **A. COMPENSATION.** Consultant will be paid \$ _____ for the services described in Exhibit A. Compensation shall be dispersed in the following manner:

\$ _____ upon the signing of this Professional Service Agreement by all parties.

\$ _____ upon completion of each quarterly report in April, July, and October.

B. SUPPLEMENTAL SERVICES. If agreed to by both parties, the client will pay the consultant on a lump sum basis where the amount is negotiated between the two parties.

C. RECORDS. Consultant shall maintain complete and accurate records of time and expense involved in the performance of services.

D. ADDITIONAL WORK. Any expansion of the scope of the work which may result in increased compensation due the Contractor shall require prior written approval by the EDA Board. The EDA will not pay additional compensation for services that do not have prior written authorization with a specific estimate by the Contractor of type and time and maximum costs, prior to commencement of the work.

E. SUSPENSION OF WORK. If any work performed by the Contractor is abandoned or suspended in whole or in part by the EDA, the Consultant shall be paid for any services performed prior to receipt of written notice from the City of such abandonment or suspension.

3. **TERM.** This Agreement shall commence when signed by both parties and, unless otherwise agreed by the parties in writing, shall terminate upon completion of the Project but no later than December 31, 2010, or at any time by written notice to the other party.
4. **SUBCONTRACTORS.** The Contractor is free to enter into subcontracts for services provided under this Agreement for the completion of any/all tasks identified in the Scope of Services without the express written consent of the EDA, provided that any such subcontractor shall be required by the Contractor to comply with all of the terms hereof which may reasonably apply. The Contractor shall pay subcontractors for undisputed services within ten (10) days of the Contractor's receipt of payment from the EDA. The Contractor shall pay interest of 1.5 percent per month or part of a month to the subcontractor if payment is late and shall pay a minimum monthly interest penalty payment of \$10 for an unpaid balance of \$100 or more.
5. **NON-DISCRIMINATION.** During the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.
6. **REPORTING.** The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services identified in the Scope of Services. All books, records, documents, and accounting procedures and practices of the Contractor and its subcontractor(s), if any, relative to this Agreement are subject to examination by the EDA or its designee. The Contractor shall prepare and submit to the EDA on a quarterly basis a detailed expense report documenting use of the distributed funds covered by this Agreement. The Contractor shall make a report to the EDA on a quarterly basis detailing activities and accomplishments within the scope of the Project.
7. **ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
8. **SEVERABILITY.** The provisions of this Agreement are severable. If any portion hereof is for any reason held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
9. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the

provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

10. **COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, the Contractor shall abide by all statutes, ordinances, rules and regulations which pertain to the Contractor, its officers, agents or employees, or the provision of services identified herein. Without limiting any other provision of this Agreement regarding breach thereof, any violation of this section shall constitute a material breach of this Agreement and entitle the EDA to immediately terminate this Agreement.
11. **WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
12. **INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the EDA, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and reasonable attorneys' fees and costs of alternative dispute resolution, arising out of or by reason of the execution or performance of the work or services provided for herein and against all losses by reason of the failure of the Contractor fully to perform, in any respect, all obligations under this Agreement.
13. **INDEPENDENT CONTRACTOR.** The EDA retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the EDA and is free to contract with other entities. The Contractor shall be responsible for selecting the means and methods of performing the work and shall furnish any and all supplies, equipment, and incidentals necessary for its performance under this Agreement. The Contractor shall not at any time or in any manner represent that the Consultant or its agents or employees are agents or employees of the EDA. The Contractor shall be exclusively responsible under this Agreement for its own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
14. **INSURANCE.** The Contractor shall purchase and maintain insurance to protect itself from claims under the Workers Compensation Act. The Contractor shall purchase and maintain commercial general liability (CGL) insurance to protect itself from claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or any person other than its employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom, and from claims arising out of the performance of this Agreement by the Contractor. The base limits of this policy shall be \$1,000,000 combined single limit. The Contractor shall provide the EDA with evidence of insurance in the form of a certificate from the insurer naming all policies, no later than fifteen (15) days after the execution of this Agreement. The EDA shall be an additional named insured on the Contractor's CGL insurance policy. All such insurance policies shall

contain a provision that they may not be cancelled unless prior written notice thereof is given to the EDA not less than ten (10) business days prior to such cancellation date.

15. **INTEREST BY OFFICIALS.** No elected or appointed official, officer, or employee of the EDA or the City of Northfield shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
16. **COVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that it has not employed any person to solicit or secure this Agreement for a commission, percentage, brokerage, or contingent fee.
17. **COVENANT AGAINST VENDOR INTEREST.** Contractor 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 Contractor's association with the EDA.
18. **WORK PRODUCT.** All materials and supporting documentation, such as but not limited to reports, exhibits, models, graphics, computer files, maps, and charts, produced through work authorized by this Agreement may be used for EDA purposes unless disclosure of the information is proprietary or trademarked.
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20. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Contractor relating to this Agreement shall be subject to examination by the EDA and by the State Auditor for a minimum of six years, as provided by Minn. Stat. Sec. 16C.05, Subd. 5.
21. **NOTICES.** Any notices required or desired to be served on the parties to this Agreement shall be served personally or by first class mail as follows:

If to the EDA, to:

If to the Contractor, to:

Northfield Economic Development Authority
801 Washington Street
Northfield, MN 55057

Northfield Downtown Development Corp.
P. O. Box 55
Northfield, MN 55057

or to such other person or address as either party may hereafter direct in writing.

22. **CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

NORTHFIELD ECONOMIC DEVELOPMENT AUTHORITY

By: _____, **President**

By: _____, **Secretary**

[Contractor's name]

By: _____, **[position]**

By: _____, **[position]**

Exhibit A

The Northfield Downtown Development Corporation shall perform the following services as its contractual obligation to the Northfield Economic Development Authority.

1. Provide the EDA a copy of the NDDC's 2010 work plan upon its adoption.
2. Provide the EDA written quarterly reports of the NDDC's business visitation program.
3. Provide a complete list of the properties in the Downtown Business District available for lease and/or sale. Information for each property shall be in the format that has been previously provided to the NDDC. This list will be updated quarterly.
4. Provide the EDA written quarterly reports and financial statement of the NDDC activities. The report should identify those areas of work the NDDC has undertaken to assist the Economic Development Authority to accomplish its work plan initiatives.
5. Support Northfield's EDA initiatives.
6. Attract more shoppers to the Downtown.
7. Assist Downtown businesses increase sales.
8. Assist Downtown building owners maintain and increase occupancy.
9. Develop strategy for organization's sustainability.
10. Support redevelopment initiatives.

TO: Economic Development Authority Board
 FROM: Jody Gunderson, Economic Development Director
 RE: Discussion of EDA 2010 Work Plan
 ATTACHMENTS: October 28, 2009, EDA Retreat Summary
 Committee Assignment Request Form

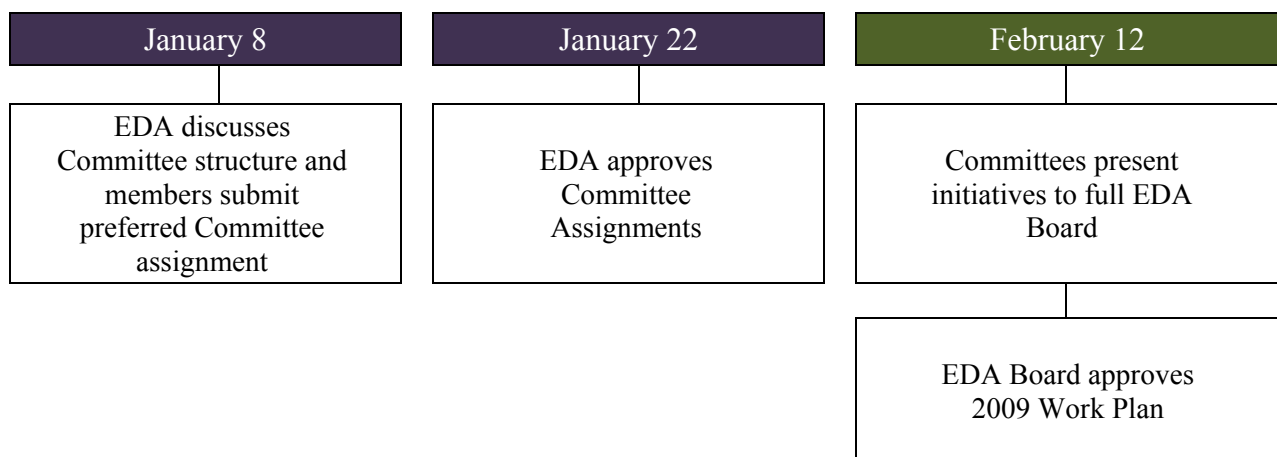
Background

The EDA held its annual strategic planning session on October 28, 2009, at the Northfield Golf Club. The purpose of the meeting was to discuss the economic development initiatives the Board accomplished in 2009, which ones should carry over into the next year, and identify new initiatives the Board would like to undertake in 2010. The following attachment reflects the discussion that took place during the strategic planning retreat.

**THE PROCESS THE EDA BOARD UNDERTOOK
TO DEVELOP ITS 2009 WORK PLAN**

1. EDA Board produces the foundation of the work plan at its annual strategic planning retreat.
2. EDA Board members assigned to committees.
3. Committees provide greater detail for each economic development initiative.
4. Board members representing each Committee present their proposed initiatives to the full EDA Board for discussion and amendments.
5. The full EDA Board votes to approve the work plan.

2009 EDA Work Plan Decision Timeline



Per the protocol established in 2009, the Executive Committee will review EDA member's committee requests, and present a formal recommendation to the Board for approval at their February 11, 2010, regular meeting.

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Meeting Summary

Review 2009 Successes and Opportunities for Improvement

Members of the EDA shared the following successes during 2009 and what enabled the EDA to be successful.

- Collaborating with partner organizations to accomplish 2009 actions. The EDA recognized the need to engage others in their work and followed through on engaging partner organizations in their work.
 - Delegation and follow-thru made this successful.
- Awarding of three micro grants in support of existing businesses.
- Introduction of the Holland, Michigan group and their approach to framework planning for the City.
 - Willingness to learn from others, seeing and hearing evidence of an approach, and the belief that ideas shared are being discussed and followed-up on were reasons that this effort was successful.
- Work on annexation and the business park conceptual plan.
 - Willingness to spend money for professional assistance, the fact that the City Council and EDA were in step with each other, and that a high level of energy and hard work was demonstrated, were identified as key reasons this effort was successful.
- Recruitment of Stratapoint to locate in Northfield and the fact that we brought many community assets to the table to recruit them, not just financial incentive programs.
 - The development of a relationship with the business over time, that recruitment was viewed as a partnership with the business, that non financial community assets were leveraged, and that the public/private sectors (3C Capital) worked on a common goal of recruitment were identified as reasons for success.
- Business Retention and Expansion visits and the fact that the EDA is listening to the needs of local businesses.
 - Connections and relationships were established through face to face contact was a key reason for success.
- Updates to the website, in particular the existing property availability and the EDA toolkit.
 - The participation and skill set of City staff and the approach of utilizing City staff, not consultants, contributed to the success of this effort.
- Use of loan programs by local businesses.

The key points raised around why these successes came about, which should be used in future efforts included:

- Ability to clearly delegate some areas of responsibility
- Willingness to learn from others
- Willingness to spend money for expertise
- Council and EDA in step with each other and seeking a common goal
- High level of energy and hard work
- Development of personal relationships through face to face interactions
- Leveraging Public/Private partnership
- Leveraging community assets, not just financial incentives
- Leveraging skills of City Staff

Members of the EDA shared the following areas for improvement

- Get more in step with and better understand needs of top ten employers.
- Seek to learn more from other communities.
- Seeks ways to be more innovative.
- Understand real economic drivers of area businesses.
- Develop environment where businesses want to come to Northfield; sell the community assets.
- Talk about the tough topics.
- With limited capacity, make sure focus is on key issues where capacity exists to properly address the issue.
- Get in position of taking proactive steps, rather than reacting to situations, especially with respect to needs of local businesses.
- Get clear on how EDA will get things done. In particular, look to delegate responsibility to staff and partners and leverage Economic Development Director position.
- Need carriers of the vision over the long term, that ensures continuity and follow through.
- Need to focus on adopting rather than accepting recommended action to help ensure follow through and accountability.
- Need to be clear on expectations for each action area, including timeframe, deliverables and action plan. This would mean managing more like taskforce assignments rather than standing committees.
- Clarify what City Council expects from EDA on future annexation efforts and potential business park development.

What EDA Will Accomplish (Key Actions) in 2010

The remainder of the retreat time was spent discussing key actions for 2010 around five key EDA focus areas. Key actions were identified, as well as level of investment required. This is not a final or approved list, rather a list of potential actions, pending determination of level of investment EDA wants to make in these efforts during 2010.

- Business Park Development - \$200K investment
 - Develop business park master plan
 - Continue consideration of Annexing Gill/Praher property
 - Determine ownership of implementation of master plan and prepare for implementation
- Business Recruitment (including marketing and PR) - \$45K investment
 - Continue development of community marketing print materials including newsletter and stories of local businesses
 - Enhance marketing capabilities of City's website
 - Leverage business park master plan business requirement approach for citywide recruitment program
 - Develop community wide marketing video
- Infill & Redevelopment - \$100K investment
 - Fully develop website platform for marketing available sites and properties
 - Identify potential funding mechanisms to advance in-fill and redevelopment
 - Develop policy for EDA role in securing key property for in-fill and redevelopment
 - Using policy, evaluate potential opportunities
 - Stay in touch with in-fill and redevelopment efforts of other organizations
- Programs, Processes and Procedures - \$175K investment
 - Recommend proposed micro grant changes
 - Investigate working capital loan program
 - Identify and pursue resources to enhance EDA toolkit
 - Review bylaws and processes
 - Develop rolling three year EDA income/expense forecast
- Business Retention & Expansion
 - Enhance local business database to track business conditions
 - EDA conducts BR&E visits with top ten employers

The remainder of the discussion was around the level of investment required to accomplish these tasks/initiatives in 2010, and the potential significant depletion of reserves this would cause. The level of revenue to the EDA will cover operating expenses, including \$91,000 for partner organizations, leaving no revenue to support work-plan initiatives. It was felt that a multi-year view on the level of investments in these areas should be reviewed and discussed in order to make an informed decision. It was also agreed that the potential return on investment in each of the above areas should be understood as part of the decision on what initiatives to undertake in 2010. The EDA Executive committee will pull this together. It was also suggested that the EDA discuss with City Council the level of investment and potential depletion of reserves over time, in an effort to understand the Council's expectations.



City of Northfield | Economic Development Authority

Committee Assignment Request for 2010

The Economic Development Director is requesting that each EDA Board member review the 2010 Committee Assignment form and indicate their committee preference and level of interest. The Executive Committee will review Board member's committee requests, and present a formal recommendation for Board approval at the January 28, 2010 meeting.

Subcommittees	EDA MEMBERS							
	Rick Estenson	Marty Benson	Jennelle Teppen	Jim Pokorney	Victor Summa	Steve Engler	Rhonda Pownell	
Infill and Redevelopment								
Business Recruitment - Marketing and Public Relations								
Business Park Development	L			S			S	
Processes and Procedures								
Business Retention and Expansion	To be addressed by Chamber, NDDC, and City Staff							
Executive Committee (President, VP, Secretary/Treasurer)								
Other Liaison Responsibilities								
	L	Lead Committee Member for EDA Initiative						
	S	Support Committee Member for EDA Initiative						
1 - High level of interest		2 - Medium level of interest		3 - Low level of interest				