



**INVER GROVE HEIGHTS
ECONOMIC DEVELOPMENT AUTHORITY AGENDA
SPECIAL MEETING
MONDAY, NOVEMBER 24, 2014
CITY COUNCIL CHAMBERS
6:00 P.M.**

1. CALL TO ORDER

2. ROLL CALL

3. REGULAR AGENDA

A. Public Hearing to Consider the Creation of Economic Development Districts No. 6 and 7:

1) Approve the Creation of Economic Development Districts No. 6 & 7 _____

2) Approve Purchase Agreement _____

B. Resolution Authorizing an Interfund Loan for Advance of Certain Costs in Connection with Tax Increment Financing District No. 5-1 _____

4. EXECUTIVE SESSION

A. Discuss Property Acquisition

5. ADJOURN

**MEMO
CITY OF INVER GROVE HEIGHTS**

TO: Inver Grove Heights Economic Development Authority

FROM: Thomas J. Link, Director of Community Development
Kristi Smith, Director of Finance 

DATE: November 18, 2014 for Special EDA Meeting of November 24, 2014

SUBJECT: Actions Pertaining to the City Acquisition of the River Country Cooperative Property

PURPOSE/ACTION REQUESTED

The Inver Grove Heights Economic Development Authority (EDA) is to consider adoption of:

- Resolution Approving the Creation of Economic Development Districts No. 6 and 7
- Resolution Approving a Purchase Agreement Between the Inver Grove Heights EDA and River Country Cooperative, as attached

BACKGROUND

River Country Cooperative, owner of a ten acre parcel located along the west side of Dickman Trail, approached the EDA and expressed an interest in selling its property. The purpose of the acquisition would be economic development. The property is located within one of the 'catalyst' redevelopment sites identified in the recent Concord Neighborhood Plan Update. The EDA would acquire the property and, at some future undetermined time, sell the property for redevelopment. The EDA performed its due diligence, including the preparation of an appraisal, a Phase I environmental assessment, and a Phase II environmental assessment. The EDA and the property owner have now completed negotiations and the property owner has signed the purchase agreement.

At a special meeting on October 22, the EDA adopted the 'Resolution Calling for a Public Hearing to Consider the Creation of Economic Development Districts No. 6 and 7'. At that same meeting, the EDA discussed the boundaries of the development district. The EDA expressed an interest in establishing an economic development district that includes all properties from the River Country Cooperative property north, bounded by Dickman Trail on the east and Concord Boulevard on the west. The EDA excepted, however, three residential properties that are not homesteaded and the existing Development District No. 5, the Frederick property. The public hearing notices were mailed to affected property owners on November 5. The public hearing notices were published in the *Southwest Review* on November 2 and the *St. Paul Pioneer Press* on November 3, as required by Minnesota Statutes.

The Planning Commission considered the acquisition on November 5, as required by Minnesota Statutes. The Planning Commission found that the acquisition of the River Country Cooperative property is consistent with the comprehensive plan on a vote of 6 ayes and 0 nays.

ANALYSIS

Minnesota Statutes requires that a property be in an economic development district before an EDA can acquire it. Minnesota Statutes also requires that the EDA conduct a public hearing when considering an economic development district

Because the EDA directed that the non-homestead residential properties be excluded from the development district, the EDA must create two separate economic development districts. Minnesota Statutes requires that all properties within an economic development district must be contiguous to each other. The non-homestead residential properties separate the southern parcel, the River Country Cooperative property, from the northern properties. As such, there will be two economic development districts, one for the River Country Cooperative property and a second for the properties to the north of the residential non-homestead properties.

Also enclosed is the purchase agreement and a resolution approving the purchase agreement. The purchase price is \$640,000. The terms of the purchase agreement are summarized in a memo from Tim Kuntz.

Recommended funding includes \$640,000 from the Host Communities Grant Contract HCEP-14-0002-2-7Y14 and an amount not to exceed \$43,698.33 from the Host Community Fund. To date \$14,566.33 has been incurred for legal, appraisal and environmental investigation costs. Estimated future costs include \$640,000 purchase price, \$2,000 closing costs, \$2,132 legal costs, \$25,000 environmental remediation, for a total of \$669,132 in estimated future costs. A resolution authorizing transfers from the Host Community Fund to the EDA will be on the November 24th City Council consent agenda.

CONCLUSION

Staff recommends that the Inver Grove Heights Economic Development Authority (EDA) adopt:

- Resolution Approving the Creation of Economic Development Districts No. 6 and 7
- Resolution Approving the Purchase Agreement Between the Inver Grove Heights EDA and River Country Cooperative, as attached

Enc: Resolution Approving the Creation of Economic Development Districts No. 6 and 7
Map of Economic Development Districts No. 6 and 7
Memo from City Attorney Tim Kuntz regarding Purchase Agreement
Resolution Approving a Purchase Agreement between the EDA and River Country Cooperative
Purchase Agreement
Planning Commission Report of October 30, 2014
Planning Commission Recommendation

cc: John Duchscherer, River Country Cooperative

CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. _____

RESOLUTION APPROVING CREATION OF
ECONOMIC DEVELOPMENT DISTRICT NO. 6 AND
ECONOMIC DEVELOPMENT DISTRICT NO. 7

BE IT RESOLVED by the Board of Commissioners ("Board") of the City of Inver Grove Heights Economic Development Authority (the "Authority") as follows:

Section 1. Recitals.

1.01. Under Minnesota Statutes, Sections 469.090 to 469.1082 (the "EDA Act"), and specifically Section 469.101, subd. 1 thereof, the Authority is authorized to create and define the boundaries of economic development districts at any place or places within the City of Inver Grove Heights, the "City".

1.02. Within the boundaries of such economic development districts, the Authority may exercise any of the powers under the EDA Act.

1.03. The Authority has determined a need to establish Economic Development District No. 6 ("District No. 6") and Economic Development District No. 7 ("District No. 7") in order to carry out and foster the development of those areas pursuant to the EDA Act.

1.04. On this date, the Authority has held a duly-noticed public hearing regarding the creation of District No. 6 and District No. 7, at which all persons were given an opportunity to comment.

Section 2. Districts Adopted; Further Proceedings.

2.01. The Authority hereby finds that is proper and desirable to establish and develop District No. 6 and District No. 7.

2.02. The boundaries of District No. 6 and District No. 7 are described respectively in Exhibit A and Exhibit B hereto, which are incorporated by reference.

2.03. Authority staff and consultants are authorized to take all actions necessary to carry out development of District No. 6 and District No. 7 in accordance with the EDA Act.

Approved by the Board of Commissioners of the City of Inver Grove Heights Economic Development Authority this 24th day of November, 2014.

Rosemary Piekarski Krech, President

Attest:

Thomas Link, Executive Director

EXHIBIT A

**TAX IDENTIFICATION NUMBERS AND LEGAL DESCRIPTIONS OF
ECONOMIC DEVELOPMENT DISTRICT NO. 6**

The property contained within the boundary of Development District No. 6 is described below:

- A. Parcel ID No. 20-00200-51-020 & Parcel ID No. 20-39900-00-050 (Frank Rauschnot, Jr.) / 6840 Dixie Avenue East, Inver Grove Heights:

That part of Lots 1 through 5, O.M. Johnson's Addition to The Village of Inver Grove, Dakota County, Minnesota according to the recorded plat thereof on file in the office of the County Recorder, said Dakota County; Blocks 1 and 4, Cleveland Park, according to the recorded plat thereof on file in the office of the County Recorder, Dakota County, Minnesota; the SW1/4 of the SW1/4 and Government Lot 5, both of Section 2, T.27N., R.22W., said Dakota County; together with adjoining streets and alleys that have accrued thereto by virtue of the vacation thereof, described as follows:

Beginning at the northwest corner of the south 10.8 feet of said Lot 5, O.M. Johnson's Addition to The Village of Inver Grove, Dakota County, Minnesota; thence westerly, along the extension of the north line of said south 10.8 feet, a distance of 30.00 feet to the west line of Dixie Avenue (formerly Edith Avenue); thence southerly, along said west line, 201.35 feet; thence deflect to the right 89°24'10" to the easterly right-of-way line of State Trunk Highway No. 56; thence northeasterly along said right-of-way to the intersection with the southwesterly right-of-way of County Road No. 77, also known as Dickmann Trail, (formerly Trunk Highway No. 53); thence southeasterly along said southwesterly right-of-way to the intersection with said north line of the south 10.8 feet of Lot 5 and said north line extended; thence westerly to the point of beginning.

- B. Parcel ID No. 20-39900-00-061 (Becky Lynn Austing):

The South 10.8 feet of Lot 5 and the North 19.2 feet of Lot 6, O.M. Johnson's Addition to The Village of Inver Grove and vacated Dixie adjacent all in street easement to City, Dakota County, Minnesota.

- C. Parcel ID No. 20-39900-00-130 & Parcel ID No. 20-39900-00-260 & Parcel ID No. 20-39900-00-240 (Herbert P. Darrow & Rosemary Darrow) / 6863 Dickman Trail East, Inver Grove Heights:

Lots nine (9), Ten (10), eleven (11), twelve (12), thirteen (13), twenty-two (22), twenty-three (23), twenty-four (24), and twenty-six (26) in O. M. Johnson's Addition

to the Village of Inver Grove, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Register of Deeds within and for said County and State.

D. Parcel ID No. 20-39900-00-170 (William M. McPhillips):

Lots 14, 15, 16, and 17, O. M. Johnson's Addition to the Village of Inver Grove, according to the recorded plat thereof, and situated in Dakota County, Minnesota.

E. Parcel ID No. 20-17750-06-030 & Parcel ID No. 20-17750-06-050 (Becky Lynn Austing) / 6900 and 6910 Dixie Avenue East, Inver Grove Heights:

Lots 1, 2, 3, 4, 5, and the South Thirty (30) feet of the vacated portion of Hamacher Ave., adjacent thereto, Block Six (6), Cleveland Park, according to the recorded plat thereof on file in the office of the Register of Deeds within and for said County of Dakota.

Said vacated portion being also described as all that part of SE1/4 of Section 2, Township 27, Range 22, described as follows: Commencing at the NE corner of Lot 1, Block 6, of Cleveland Park, thence due North 30 feet, thence Southerly to the Northwest corner of Lot 1, thence Easterly along North line Lot 1 to the place of beginning.

F. Parcel ID No. 20-39900-00-250 & Parcel ID No. 20-39900-00-210 (William M. McPhillips):

Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Twenty-one (21), and Twenty-five (25), O. M. Johnson's Addition to the Village of Inver Grove, Dakota County, Minnesota.

G. Parcel ID No. 20-00200-57-093 (William M. McPhillips):

That portion of Section Two (2), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota: Being a strip of land Forty (40) feet wide lying adjacent to the Westerly side of and adjoining the Right of Way of the Chicago Great Western Railway and South of the South Lot line of Lot Twenty-nine (29), O M Johnson's Addition and continuing south to the South Lot line of Lot Twenty-seven (27) O M Johnson's addition.

H. Parcel ID No. 20-39900-00-200 (Northern States Power):

Lots eighteen (18), nineteen (19) and twenty (20) O. M. Johnson's Addition to the Village of Inver Grove, Dakota County, Minnesota.

I. Parcel ID No. 20-00200-57-080 (Northern States Power):

All that part of the Southeast quarter of the Southwest quarter (SE1/4 of SW1/4) of Government Lot Five (5) in section Two (2), Township Twenty-seven (27), Range Twenty Two (22), Dakota County, Minnesota, described as follows, to-wit:

A strip of land Forty (40) feet in width lying on the westerly side of and adjoining the right of way of the Chicago Great Western Railway Company, said strip of land extending from the south line of lot 18 of O.M. Johnson's Addition to the Village of Inver Grove extended easterly to a line lying 682.7 feet southerly of the south line of Lot 34 of said O. M. Johnson's Addition to the Village of Inver Grove extended easterly all according to the plat hereof and the Government Survey thereof.

EXHIBIT B
TAX IDENTIFICATION NUMBER AND LEGAL DESCRIPTION OF
ECONOMIC DEVELOPMENT DISTRICT NO. 7

The property contained within the boundary of Development District No. 7 is described below:

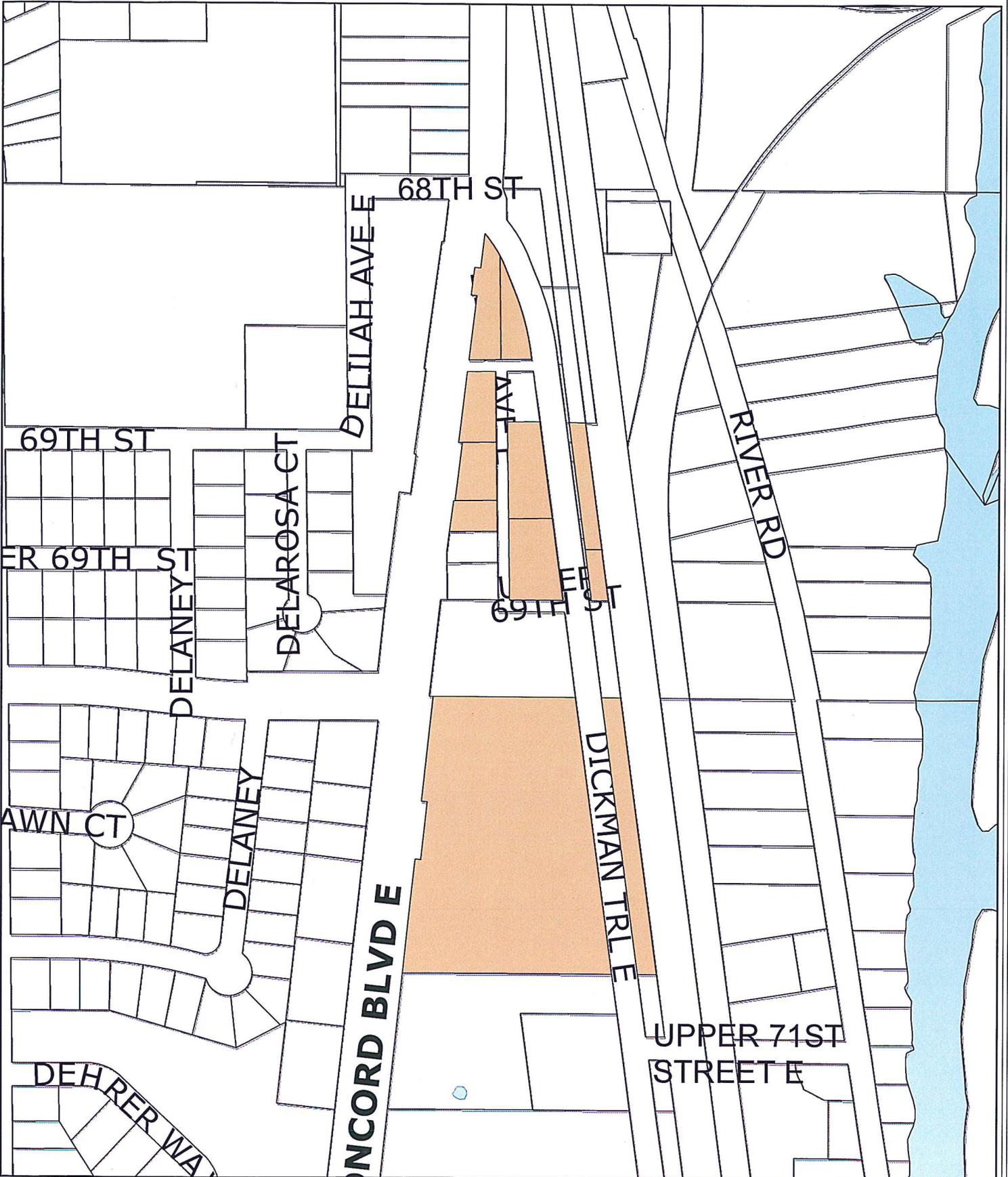
That part of the NW ¼ of the NW ¼ of Section 11, T27N, R22W, Dakota County, Minnesota and that part of Government Lot 8, said Section 11, described as follows:

Commencing at the northwest corner of said Section 11; thence S 89° 06' 40"E., assumed bearing, along the north line of said Section 11 a distance of 1120.18 feet to the easterly right-of-way line of S.T.H. No. 56 as built and monumented by the Minnesota Department of Transportation, said point being marked by a Judicial Landmark and being the point of beginning of the parcel to be described; thence S. 6° 50' 27" W, along said right-of-way, 270.59 feet; thence S. 83° 09' 33" E. along said right-of-way, 15.00 feet; thence S. 6° 50' 27" W. along said right-of-way, 150.00 feet; thence N. 83° 09' 33" W. along said right-of-way, 15.00 feet; thence S. 6° 50' 27" W. along said right-of-way, 295.38 feet to the north line of the south 600.00 feet of said NW ¼ of the NW ¼, said point being marked by a Judicial Landmark; thence S. 89° 06' 42" E. along said north line of the south 600.00 feet and the north line of the south 600.00 feet of said Government Lot 8, a distance of 655.38 feet to the westerly right-of-way line of the Chicago and North Western Transportation Company railroad right-of-way, said point being marked by a Judicial Landmark; thence N 6° 53' 41" W. along said westerly right-of-way line, 718.73 feet to the north line of said Section 11, said point being marked by a Judicial Landmark; thence N. 89° 06' 40" W. along said Section line, 483.79 feet, to the point of beginning and there terminating.

Dakota County Parcel ID No. 20-01100-27-012 (River Country Cooperative)



Economic Development Districts No. 6 and 7



**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

MEMO

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
oSTEPHEN H. FOCHLER
oJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
o*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009
•
*ALSO ADMITTED IN WISCONSIN
oALSO ADMITTED IN NORTH DAKOTA
oALSO ADMITTED IN MASSACHUSETTS
oALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Economic Development Authority
FROM: Timothy J. Kuntz, City Attorney
DATE: November 19, 2014
**RE: Purchase of Property from River Country Cooperative – November 24, 2014
Special EDA Meeting**

Section 1. Background. At the November 24, 2014 Special EDA meeting, the EDA will consider creation of Economic Development District No. 6 and Economic Development District No. 7. EDA District No. 7 comprises land owned by River Country Cooperative (formerly owned by McPhillips Trucking, Inc.). The property is generally located south of Dixie Avenue East between Concord Boulevard East and Dickman Trail and contains one tax parcel. A legal description of the property is included in the attached Purchase Agreement. At the November 24, 2014 meeting the EDA will consider approval of the attached Purchase Agreement with River Country Cooperative.

Section 2. Salient Provisions. The salient provisions of the Purchase Agreement are as follows:

1. The Purchase Price is \$640,000.
2. The Purchase Price will be paid by \$1,000 earnest money when the Purchase Agreement is executed and \$639,000 at the Closing Date.
3. The Closing will occur December 3, 2014.
4. The property is registered property (Torrens) and is being conveyed subject only to the memorials shown on the certificate of title.
5. Seller is waiving all relocation benefits and relocation services and moving costs.
6. Real estate taxes payable in the year 2014 will be prorated as of the Closing Date.
7. There are no levied and pending assessments.
8. The property is being sold in its "as-is" condition with no representation by Seller as to the environmental condition. Buyer is releasing Seller with respect to any environmental

condition on the Property that existed prior to the Closing Date. The EDA performed its due diligence, including the preparation of an appraisal, a Phase I environmental assessment, and a Phase II environmental assessment.

9. Seller is paying the state deed tax.
10. Buyer is paying for the title commitment and the title insurance premium.
11. Prior to closing, Seller has to remove the following personal property:
 - Any vehicles and/or vehicle parts located upon the Property.
 - Any equipment and/or equipment parts located upon the Property.
 - All machinery and machinery parts located upon the Property.
 - Any personal property used or owned by McPhillips Trucking, Inc. or any entity or company related to McPhillips Trucking, Inc. located upon the Property.

Section 3. EDA Action. The EDA is asked to consider approval of the attached *Resolution Approving A Purchase Agreement Between The City Of Inver Grove Heights Economic Development Authority And River Country Cooperative Relating To The Purchase Of Property Located On Dickman Trail In Inver Grove Heights, Minnesota Identified As Tax Identification Number 20-01100-27-012* at the November 24, 2014 Special EDA Meeting.

Attachments

**CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF
INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY AND RIVER
COUNTRY COOPERATIVE RELATING TO THE PURCHASE OF PROPERTY
LOCATED ON DICKMAN TRAIL IN INVER GROVE HEIGHTS, MINNESOTA
IDENTIFIED AS TAX IDENTIFICATION NUMBER 20-01100-27-012**

WHEREAS, River Country Cooperative owns the real property located on Dickman Trail, Inver Grove Heights, Minnesota, identified as Dakota County Tax Identification No. 20-01100-27-012 described in the Purchase Agreement attached hereto on Exhibit A (Real Property).

WHEREAS, the City of Inver Grove Heights Economic Development Authority (EDA) desires to purchase the Real Property in order to promote economic development in the City of Inver Grove Heights.

WHEREAS, the EDA and River Country Cooperative have negotiated the attached Purchase Agreement for the sale of the Real Property by River Country Cooperative to the EDA for the purchase price of \$640,000.

WHEREAS, pursuant to Minnesota Statutes § 469.101, the EDA has created Economic Development District No. 6 and Development District No. 7 to allow the EDA to purchase the Real Property.

WHEREAS, Economic Development District No. 7 includes the Property owned by River Country Cooperative.

WHEREAS, one purpose of Economic Development District No. 6 and Economic Development District No. 7 is to authorize the EDA to acquire (through negotiation) the Real Property within the development district for future economic development purposes, including resale to private parties for redevelopment.

WHEREAS, pursuant to Minnesota Statutes § 469.101, the EDA has the power and authority to purchase the Real Property for economic development.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Inver Grove Heights Economic Development Authority (EDA):

1. The Board of Commissioners of the EDA hereby approves the attached Purchase Agreement with River Country Cooperative for the Real Property at a purchase price of \$640,000.

2. The President and Executive Director of the EDA are authorized to sign the attached Purchase Agreement between River Country Cooperative and the EDA.
3. The President and Executive Director of the EDA are authorized to sign all other closing documents that are required of the EDA in connection with the purchase of the Real Property.
4. The Board of Commissioners of the EDA hereby determines that purchase of the Real Property by the EDA will promote economic development.

Adopted by the Board of Commissioners of the City of Inver Grove Heights Economic Development Authority this 24th day of November, 2014.

Rosemary Piekarski Krech, President

ATTEST:

Kim Fox, Secretary

EXHIBIT A
PURCHASE AGREEMENT

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this 1st day of October, 2014, by and between **River Country Cooperative**, a Minnesota cooperative established under Minnesota Statutes Chapter 308A (hereinafter referred to as the "Seller") and the **City of Inver Grove Heights Economic Development Authority**, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082 (hereinafter referred to as "Buyer").

1. **Purchase and Sale.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the vacant real property in Inver Grove Heights, Minnesota, identified as Dakota County Property Tax Identification Number 20-01100-27-012 and legally described on Exhibit A attached hereto and incorporated herein by reference, together with all easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate ("**Property**").
2. **Excluded Items.** The personal property identified on **Exhibit B** attached hereto will **not** be conveyed to Buyer as part of the sale (hereinafter the "Excluded Items"). The Excluded Items shall be removed by Seller no later than the Closing Date. Seller is responsible for all costs and expenses associated with removing the Excluded Items from the Property. Buyer shall not be responsible for any costs or expenses associated with the removal of the Excluded Items from the Property. Buyer agrees that the concrete rubble, timber and piles of black dirt located on the Property do not have to be removed by the Seller.
3. **Purchase Price.** At Closing Buyer will pay Seller Six Hundred and Forty Thousand Dollars (**\$640,000.00**) ("**Purchase Price**") for the Property.
4. **Relocation Benefits.** Seller represents that to the best of Seller's knowledge there are no Property tenants, squatters, or other occupants of the Property that may be eligible for relocation benefits pursuant to the Uniform Relocation Assistance Act and/or pursuant to Minn. Stat. § 117.52.

Seller is aware of Seller's rights and payments that Seller may be eligible to receive pursuant to the Uniform Relocation Assistance Act (the "Act"). Seller acknowledges that Seller has been given the opportunity to seek and receive the advice of legal counsel with respect to relocation, moving, reestablishment, and other costs, if any, that may be available to the Seller under the Act.

Seller hereby acknowledges that the payment of the Purchase Price does not include a payment for Relocation Benefits. At closing and as a condition precedent to closing, Seller will waive any right to receive any relocation payments pursuant to the Act (or other federal or state law provisions) with respect to the Property. Seller acknowledges that Seller will make such waiver of Seller's own volition and with full knowledge of the specific relocation benefits to which Seller may be entitled.

Buyer and Seller agree that this is a voluntary sale by Seller. Buyer represents that Buyer would not acquire the Property in the event that negotiations between Buyer and Seller had

failed to result in an amicable agreement. Seller has requested that the Property be acquired by Buyer and such request preceded any negotiations by Buyer to acquire the Property. Seller clearly showed an intent to sell the Property on the public market prior to any discussions, inquiries or negotiations by Buyer.

If the transaction set forth by this Agreement is not completed, Buyer has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If this Agreement is terminated for any reason, Seller is free to retain ownership of the Property or to sell the Property on the private market.

Buyer acknowledges that it has acquired other property in the general geographic area as the Property. Buyer has not set a specific time limit to acquire the Property or other properties in the general geographic area nor has Buyer determined whether to acquire such properties.

As Buyer and Seller agree that this is a voluntary sale, state and federal law permit the Buyer to request a waiver of relocation benefits from the Seller. Prior to and as a condition of closing, Seller will be required to sign a relocation waiver, the form of which is substantially the same as shown on **Exhibit C** and the final form of which will be subject to the approval of the Buyer. Buyer will arrange for a relocation consultant to meet with the Seller prior to Closing. The relocation consultant will determine the amount of relocation benefits for which Seller would be eligible if this were a non-voluntary sale. If the Seller does not waive relocation benefits, this Agreement will be terminated and Seller will be free to retain ownership of the Property or to sell the Property on the private market.

Seller shall not be entitled to any Moving Costs to move the Excluded Items.

5. **Date and Location of Closing.** The "Date of Closing" or "Closing Date" or "Closing" for the Property shall be October 31, 2014, or an earlier date as may be agreed upon by the Buyer and Seller. The Closing shall occur at DCA Title located at 1276 South Robert Street West St. Paul, MN 55118 (hereafter "Title Company").
6. **Possession Date.** The Possession Date shall be the Date of Closing.
7. **Payment of Purchase Price.** Subject to (i) full and timely performance by Seller and (ii) the satisfaction of all contingencies herein contained, the Purchase Price of Six Hundred and Forty Thousand Dollars (\$640,000.00) shall be payable by Buyer to Seller on the Closing Date in the form of wire transfer or certified check from the Buyer.
8. **Environmental Investigation.** Seller shall provide all documents and written information in Seller's exclusive possession, regarding the environmental condition of the Property. Buyer has, at Buyer's sole cost and expense, obtained a Phase I Environmental Site Assessment and a Phase II Environmental Site Assessment with respect to the Property. Buyer may, at Buyer's sole cost and expense, obtain additional environmental information necessary for Buyer to complete its due diligence with respect to the Property

in order to satisfy Buyer as to the environmental condition of the Property. Seller agrees to cooperate in providing accurate information relating to the Property and in allowing the Buyer's environmental investigators to enter the Property and to perform any necessary tests or analysis, including but not limited to soil borings of the Property. Buyer may also inspect and investigate the physical condition of the Property. Buyer's obligation to purchase the Property is specifically conditioned upon its good faith determination that the results of the Phase I Environmental Site Assessment and Phase II Environmental Site Assessment as well as any additional investigation of the Property are reasonably acceptable to the Buyer.

9. **Delivery of Property.** Seller hereby agrees to sell to Buyer on the Closing Date and deliver the Property to Buyer on the Possession Date, free of any liens and encumbrances, and subject to any Permitted Encumbrances (as defined in Section 10 below).
10. **Limited Warranty Deed.** Seller shall deliver title by Limited Warranty Deed and the Limited Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title free and clear of all mortgages, liens and encumbrances and subject only to the following exceptions (the "**Permitted Encumbrances**"):
 - a) Building, zoning and platting laws, ordinances and state and federal regulations;
 - b) Easements of record, if any;
 - c) Reservations of any minerals or mineral rights of record; and
 - d) Any existing memorials on the Certificate of Title that were recorded prior to Seller's ownership of the Property, including:
 - i.) Notice of Lis Pendens filed as Document No. T631248.
 - ii.) Temporary Easement for Highway Purposes filed as Document No. T644668.
11. **Real Estate Taxes.** Seller hereby agrees to pay all real estate taxes levied against the Property herein sold due and payable in the years prior to Closing. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated as of the Date of Closing with Seller paying for the period on and before Closing and Buyer paying for the period after Closing.
12. **Special Assessments.** With respect to special assessment installments payable in the years prior to Closing, Seller shall pay such installments. With respect to special assessment installments payable in the years after Closing, Buyer shall pay such installments. With respect to special assessment installments payable in the year of Closing, such installments

shall be prorated as of the Date of Closing with Seller paying for the period on and before the Date of Closing and Buyer paying for the period after the Date of Closing.

13. **Title.** No later than October 10, 2014, Buyer, at Buyer's cost, shall obtain a Commitment of Title Insurance in the amount of \$640,000 from the Title Company for the Property. On or before October 17, 2014, Buyer shall complete its examination of title and make any objections of marketability thereto to Seller. The Permitted Encumbrances are not a basis for Buyer to object to the marketability of title. Buyer's objections to title shall be made in writing. If any objections are so made, the Seller shall be allowed thirty (30) days after the date of objection to make such title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the ten (10) days after written notice to the Buyer, the parties shall perform this Agreement according to its terms. If title is not marketable and is not made so by thirty (30) days after the date of objection, this Agreement shall be null and void with neither party being liable for damages hereunder to the other party. If the title to said Property is found marketable or is so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this Agreement, time being of the essence hereof.

Buyer shall pay for the title insurance commitment. Buyer shall pay the title insurance premium for the issuance of any Final Title Insurance Policy for the Property.

14. **Buyer Accepts Property "AS IS".**

- 14.1 **Buyer's Acknowledgment.** Buyer acknowledges for Buyer and Buyer's successors, heirs and assigns, (i) that Buyer has been given a reasonable opportunity to inspect and investigate the Property, any improvements or personal property thereon and all aspects relating thereto, either independently or through agents and experts of Buyer's choosing, and (ii) that Buyer is acquiring the Property based upon Buyer's own investigation and inspection thereof, and (iii) the provisions of these Sections 14.1, 14.2, and 14.3 shall survive the Closing and shall not be merged therein.

SELLER AND BUYER AGREE THAT UPON CLOSING, THE PROPERTY SHALL BE SOLD AND THAT BUYER SHALL ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE "AS IS, WHERE IS, WITH ALL FAULTS," WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND RELATING TO THE CONDITION OF THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH

REPRESENTATION OR WARRANTY RELATING TO THE CONDITION OF THE PROPERTY. BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATING TO THE CONDITION OF THE PROPERTY WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, SELLER'S AGENT(S), OR OTHER AGENTS OR BROKERS AS TO THE CONDITION OF OR AS TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (1) THE CONDITION OR SAFETY OF THE PROPERTY OR ANY IMPROVEMENTS THEREON; (2) BOUNDARIES OF THE PROPERTY OR SUITABILITY OF THE PROPERTY OR ANY IMPROVEMENTS FOR A PARTICULAR PURPOSE; (3) WHETHER THE PROPERTY OR ANY IMPROVEMENTS ARE IN GOOD CONDITION OR IN COMPLIANCE WITH APPLICABLE CITY, COUNTY, STATE OR FEDERAL STATUTES, CODES, ORDINANCES, OR REGULATIONS OF ANY SORT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY AND NOT UPON ANY REPRESENTATIONS MADE TO IT BY SELLER, OR ANY OTHER PERSON WHOMSOEVER. BUYER IS SOLELY RESPONSIBLE FOR ANY UPGRADES, REMOVALS, SEALING, MAINTENANCE OR OTHER EXPENSES, COSTS OR FEES OF ANY SORT RELATING TO ANY WELLS, SEPTIC SYSTEMS, OR OTHER IMPROVEMENTS TO THE PROPERTY.

BUYER IS RESPONSIBLE FOR ANY PERSON OR PERSONS WHO ARE UPON OR OCCUPYING THE PROPERTY OR ANY PART OF THE PROPERTY AT THE REQUEST OF BUYER, EITHER EXPRESS OR IMPLIED, WHETHER FOR THE PURPOSES OF: VISITING, MAKING DELIVERIES OR REMOVALS, CONDUCTING CLEANUP OR SOIL REMEDIATION, OR ARE UPON THE PROPERTY FOR ANY OTHER REASON. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER IS RESPONSIBLE FOR ALL PARTICIPANTS OR BUYER'S GUESTS, EMPLOYEES, TRADESMEN, REPAIRMEN, CONTRACT LABORERS, AGENTS OR OTHER PERSONS.

14.2 **No Claim for Hazardous Materials.** Upon Closing, Buyer, for Buyer and Buyer's successors in interest, releases Seller from, and waives all claims and liability which Buyer may have against Seller for, and agrees to indemnify Seller for, any structural, physical or environmental condition at the Property, including without limitation the presence, discovery or removal of any Hazardous Materials (as that term is defined below) in, at, about or under the Property, or for, connected with, or arising out of any and all claims or causes of action based upon the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Resource Conservation and Recovery Act ("RCRA"), the Toxic Substances Control Act ("TSCA"), as such acts may be amended from time to time, or any other federal,

state or county statutory or regulatory cause of action arising from or related to Hazardous Materials at, in or under the Property (collectively the "Hazardous Waste Laws"). The waiver and release of Buyer set forth in this Section 14.2 shall survive the Closing Date and shall be enforceable at any time after the Closing Date.

"Hazardous Materials" Defined. For purposes of this Agreement, the term "Hazardous Materials" shall mean any substance, chemical, waste or material (including manure) that is or becomes regulated by any federal, state or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including without limitation, those substances regulated by the Hazardous Waste Laws.

- 14.3 No Representations as to Hazardous Materials. Buyer acknowledges that Seller has made no representations or warranties whatsoever to Buyer (i) regarding the presence or absence of any Hazardous Materials in, at, or under the Property, and/or (ii) as to any other environmental matter pertaining to the Property. Buyer has made such studies and investigations, conducted such tests and surveys, and engaged such specialists as Buyer has deemed appropriate to fairly evaluate the Property and its risks from an environmental and Hazardous Materials standpoint. Buyer has conducted a Phase I and Phase II Environmental Assessment, and Buyer will be completing, at Buyer's expense, any cleanup or other remediation required by law or as otherwise deemed appropriate by Buyer.
15. Labor and Materials. Seller represents that as of the Closing Date, to the best of Seller's knowledge, there will be no labor or material furnished to the Property at the request of Seller for which payment has not been made.
16. Seller's Disclosure Required By Minnesota Statutes § 513.52 to 513.60. The parties acknowledge that Minnesota Statute § 513.54 states that the disclosure requirements of § 513.52 to 513.60 do not apply if the transfer is to a government. The Buyer is a government.
17. Wells. To the extent there is found to be an existing well on the Property, the Buyer will be responsible to close, cap, seal, or otherwise make arrangements for the proper handling of the well at Buyer's expense pursuant to state and county regulations, it being agreed that Seller has no such liability for any wells on the Property.
18. Sewage Treatment System. To the extent there is found to be an existing sewage treatment system or tank of any sort on or serving the Property, the Buyer will be responsible to repair, replace, remove and/or maintain the sewage treatment system or tank at Buyer's expense pursuant to state and county regulations, it being agreed that Seller has no such liability for any sewage treatment system or tank on or serving the Property.

19. **Methamphetamine Disclosure.** To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred at the Property.

20. **Conditions Precedent.**

A. **Conditions Precedent Relating to Title.**

The Buyer's obligation to close this transaction is expressly contingent upon the Buyer reasonably determining on or prior to October 17, 2014, the following to be satisfactory and acceptable to Buyer:

- (a) any recorded easements to which the Property is subject;
- (b) the status of any encumbrances and the marketability of title with respect to the Property (with the exception of the Permitted Encumbrances);
- (c) any encroachments affecting the Property.

If the Buyer reasonably determines that any of the conditions precedent listed in Section 20(A) have not been met, then Buyer on or before October 17, 2014 shall either:

- i. give written notice to Seller that the condition precedent is being waived by Buyer; or
- ii. give written notice to Seller that the Buyer is not waiving the condition precedent and that the condition precedent has not been met; and in such case, this Agreement will be null and void, and, if requested, each party will execute a standard Cancellation of Purchase Agreement form. Provided, however, if the unmet condition precedent is of the type referenced in Section 20(A)(a) or (b), then Seller, pursuant to Section 13 hereof, shall have thirty (30) days after the date of objection to cure the objection.

If no such written notice is received by Seller on or before October 17, 2014, then this contingency shall be waived by Buyer.

B. Further, the Buyer's obligation to close this transaction is expressly conditioned upon the Buyer creating a development district for the Property pursuant to Minnesota Statutes § 469.101 prior to the Closing Date.

If Buyer does not create a development district for the Property prior to Closing Date, then this Agreement shall be null and void and if requested each party will execute a standard Cancellation of Purchase Agreement form.

21. **Negotiated Sale.** If the transaction set forth by this Agreement is not completed, the Buyer has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain to acquire the entire Property. If this Agreement is terminated for any reason, the Seller is free to retain ownership of the Property or to sell the Property on the private market.
22. **Acknowledgment of Fair Market Value.** Buyer and Seller agree that the Purchase Price listed in this Agreement represents the fair market value of the Property which has been determined by a method of valuation acceptable to Buyer and Seller.
23. **Assignment of Agreement.** Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
24. **Amendment of Agreement.** This Agreement may be amended only by a written instrument executed by Buyer and Seller.
25. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
26. **Date of Agreement.** All references in the Agreement to "the date of this Agreement" shall be deemed to refer to that date set forth in the introductory clause of this Agreement.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
28. **Time of Essence.** Time is of the essence in the closing of this transaction.
29. **Severability.** In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.
30. **Counterparts.** This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.
31. **Closing Costs.**

- 31.1. **Pro-Ration Of Utilities.** The cost of utilities, if any, shall be prorated at Closing.
- 31.2. **State Deed Tax.** Upon delivery of the Limited Warranty Deed, Seller shall pay the state deed tax due on the Limited Warranty Deed.
- 31.3. **Title Insurance.** Buyer shall pay all costs of the Title Company for obtaining the title commitment and the premium required for the issuance of the Title Policy.
- 31.4. **Closing Fee.** Any other fee(s), cost(s) or expense(s), including those fees charged by the title company as a closing fee, shall be paid by Buyer.
- 31.5. **Recording Costs.** Buyer will pay the cost of recording all documents including the Limited Warranty Deed and all other documents.

32. **Closing Documents.**

- 32.1. **Seller Documents At Closing.** At Closing, Seller shall execute and deliver to Buyer the following with such documents to be effective as of the Closing Date:
- a.) A Limited Warranty Deed conveying the Property to Buyer, free and clear of all encumbrances except the Permitted Encumbrances.
 - b.) An Affidavit of Title by Seller indicating that on the Closing Date, to Seller's knowledge, there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property at Seller's request for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property that occurred during the time Seller owned the Property to the best of Seller's knowledge, together with whatever standard owner's affidavit which may be required by Title Company and is acceptable to Seller to issue the title policy with the standard exceptions waived.
 - c.) All other documents reasonably determined by Buyer and acceptable to Seller to transfer the Property to Buyer free and clear of all encumbrances other than Permitted Encumbrances.
 - d.) A Well Certificate signed by Seller in the form required by law.
- 32.2. **Buyer Documents At Closing.** At Closing, Buyer shall execute and deliver to Seller the following documents:
- a.) Wire transfer or certified check in the sum of \$640,000 for the Property.

- b.) Standard Affidavit of Buyer.
- c.) Such other closing documents which the Seller may reasonably request.

33. **Notice.** Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

City of Inver Grove Heights Economic Development Authority
Attn: Tom Link, Executive Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

River Country Cooperative
Attn: John Duchscherer, General Manager
425 Clinton Street
South St. Paul, MN 55075

River Country Cooperative
Attn: Lee Morin
425 Clinton Street
South St. Paul, MN 55075

34. **No Broker Fees.** Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.
35. **No Tenants.** Seller represents to Buyer that, to the best of Seller's knowledge and without any duty to inspect the Property or investigate the matter further, as of the date of this Agreement, no tenants occupy any portion of the Property.
36. **Delivery of Possession and Removal of Personal Property.** The Seller further agrees that, prior to delivery of possession of the Property at Closing all Excluded Items shall be removed from the Property by the Seller at the Seller's expense. The condition of the

entire Property shall be verified by the Buyer or the Buyer's representative prior to Closing. Buyer agrees that the concrete rubble, timber and piles of black dirt located on the Property do not have to be removed by the Seller.

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River Country Cooperative, as Seller
of the above-described Property,
do hereby accept this Agreement
and sale hereby made.

RIVER COUNTRY COOPERATIVE

By: John Duchschauer
Its: CEO/General Manager

The City of Inver Grove Heights Economic
Development Authority, as Buyer, agrees to
purchase the above-described Property for
the price and on the terms and conditions set
forth above.

CITY OF INVER GROVE HEIGHTS
ECONOMIC DEVELOPMENT
AUTHORITY

By: _____
Rosemary Piekarski Krech
Its: President

By: _____
Tom Link
Its: Executive Director

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

That part of the NW 1/4 of the NW 1/4 of Section 11, T27N, R22W, Dakota County, Minnesota and that part of Government Lot 8, said Section 11, described as follows:

Commencing at the northwest corner of said Section 11; thence S 89° 06' 40"E., assumed bearing, along the north line of said Section 11 a distance of 1120.18 feet to the easterly right-of-way line of S.T.H. No. 56 as built and monumented by the Minnesota Department of Transportation, said point being marked by a Judicial Landmark and being the point of beginning of the parcel to be described; thence S. 6° 50' 27" W, along said right-of-way, 270.59 feet; thence S. 83° 09' 33" E. along said right-of-way, 15.00 feet; thence S. 6° 50' 27" W. along said right-of-way, 150.00 feet; thence N. 83° 09' 33" W. along said right-of-way, 15.00 feet; thence S. 6° 50' 27" W. along said right-of-way, 295.38 feet to the north line of the south 600.00 feet of said NW ¼ of the NW 1/4, said point being marked by a Judicial Landmark; thence S. 89° 06' 42" E. along said north line of the south 600.00 feet and the north line of the south 600.00 feet of said Government Lot 8, a distance of 655.38 feet to the westerly right-of-way line of the Chicago and North Western Transportation Company railroad right-of-way, said point being marked by a Judicial Landmark; thence N 6° 53' 41" W. along said westerly right-of-way line, 718.73 feet to the north line of said Section 11, said point being marked by a Judicial Landmark; thence N. 89° 06' 40" W. along said Section line, 483.79 feet, to the point of beginning and there terminating.

Torrens Property, Certificate of Title No. 154699

EXHIBIT B
EXCLUDED ITEMS

Pursuant to paragraphs 2 and 36 of the Purchase Agreement, the following personal property must be removed by Seller prior to the Closing Date:

1. Any vehicles and/or vehicle parts located upon the Property.
2. Any equipment and/or equipment parts located upon the Property.
3. All machinery and machinery parts located upon the Property.
4. Any personal property used or owned by McPhillips Trucking, Inc. or any entity or company related to McPhillips Trucking, Inc. located upon the Property.

EXHIBIT C
WAIVER OF RELOCATION BENEFITS FORM

THIS AGREEMENT ("Agreement"), dated this _____ day of October, 2014, is entered into between the City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082, referred to as the ("EDA") and River Country Cooperative, a Minnesota cooperative established under Minnesota Statutes Chapter 308A hereinafter referred to as the ("Owner").

I. RECITALS

- 1.01 City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082, having its principal office at 8150 Barbara Avenue, in the City of Inver Grove Heights, County of Dakota, Minnesota.
- 1.02 Owner has requested that the EDA purchase certain real estate owned by Owner and legally described on Exhibit A attached hereto ("Subject Property").
- 1.03 Pursuant to Minnesota Statutes § 117.521, Owner desires to waive the possible claim that Owner may have for relocation benefits pursuant to Minnesota and federal law. Prior to any action by the EDA indicating intent to acquire the Subject Property, Owner placed Subject Property on the market for sale. Thereafter, upon inquiry by the EDA, the Owner requested that the EDA acquire the Subject Property through negotiation. Owner clearly intended to sell the Subject Property on the public market prior to any inquiry or action by the EDA in this matter.
- 1.04 The EDA has explained to Owner that, but for Owner's waiver herein, Owner may be or is eligible under Minnesota Statutes, Chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below:

Type of Relocation
Owner may be eligible for:

- | | |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Relocation Assistance: | Assistance in locating and moving residents to a replacement site, Coordination of the move and filing appropriate documents for relocation claim. |
| Relocation | Provide comparable properties for possible replacement sites, |

Services: Transportation to properties if needed, performs D.S.S. inspections, calculation of relocation payments, and review of documentation and written relocation claim.

Relocation Payments:

Estimated Price differential payment	\$ _____
Estimated moving costs	\$ _____
Estimated Closing costs	\$ _____
Total:	\$ _____

Relocation

Benefits: Relocation benefits would include all of the above. (**Assistance, Services and Payments**)

1.05 Owner specifically represents and agrees that he is entering into this Agreement voluntarily. Owner further agrees that prior to execution of this Agreement, Steven Carlson of Evergreen Land Services Company, representing the EDA, explained the contents of this Agreement and relocation guidebook.

NOW, THEREFORE, in consideration of the above recitals, the premises, and their mutual promises, the parties hereto hereby agree as follows:

II. AGREEMENT

2.01 Owner, for good and valuable consideration provided as part of the **\$640,000.00** paid by EDA as the purchase price for subject property and for relocation benefits, the receipt and sufficiency of which is hereby acknowledged, hereby waives, releases, relinquishes, and forfeits forever any other claim that Owner may otherwise have for relocation assistance, relocation services, relocation payments, and relocation benefits under Minnesota Statutes, Chapter 117 and other provisions of state and federal law. The consideration being by Owner in return for this waiver is as follows:

The purchase of the Subject Property and the Payment of Relocation Benefits for the total unallocated sum of \$640,000.

2.02 Under Minnesota Statutes, Owner may not waive relocation assistance relating to the acquisition of properties situated wholly or in part within any district for redevelopment authorized under Laws 1971, chapter 548 or 677; or Laws 1973, chapter 196, 761, or 764; or Laws 1974, chapter 485; or Minnesota Statutes

chapter 462, 458, or 458c.

- 2.03 EDA and Owner agree that the purchase agreement requiring this Agreement is a voluntary sale by Owner. EDA represented that EDA would not acquire the Subject Property in the event that negotiations between EDA and Owner had failed to result in an amicable purchase agreement. Prior to any action by the EDA indicating intent to acquire the Subject Property, Owner placed Subject Property on the market for sale. Thereafter, upon inquiry by the EDA, Owner requested that the EDA acquire the Subject Property through negotiation. The Owner clearly showed an intent to sell the Subject Property on the public market prior to any discussions, inquiries or negotiations by the EDA.

If the purchase agreement requiring this Agreement is not completed, the EDA has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If the purchase agreement requiring this Agreement is terminated for any reason, the Owner is free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

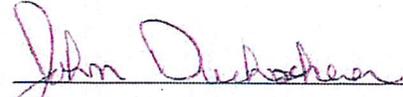
The EDA and the Owner acknowledge that the EDA has acquired other property in the general geographic area as the Subject Property. The EDA has not set a specific time limit to acquire the Subject Property or other properties in the general geographic area nor has the EDA determined whether to acquire such properties.

The Owner and EDA agree that the purchase price set forth in the purchase agreement requiring this Agreement is a lump sum price which included any and all payments to which the Owner may be entitled under any applicable State or federal law or regulations providing for relocation assistance, services, payments and benefits of any kind. As the EDA and Owner agree that this is a voluntary sale, state and federal law permit the EDA to request this waiver of relocation benefits Agreement from the Owner. Prior to and as a condition of closing, the Owner is required to sign this waiver of relocation benefits Agreement. The EDA arranged for a relocation consultant to meet with the Owner prior to closing. The relocation consultant determined the amount of relocation benefits for which the Owner would be eligible if this were a non-voluntary sale. If the Owner did not waive relocation benefits, this purchase agreement would be terminated and the Owner would be free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

- 2.04 The recitals contain in Section I of this Agreement are hereby incorporated as material representations and terms of this Agreement.
- 2.05 This Agreement is entered into pursuant to Minnesota Statutes and federal law.

OWNER:
RIVER COUNTY
COOPERATIVE

CITY OF INVER GROVE HEIGHTS
ECONOMIC DEVELOPMENT AUTHORITY



Its: CEO/General Manager

By: _____

Rosemary Piekarski Krech
Its: President

By: _____

Tom Link
Its: Executive Director

EXHIBIT A
TO WAIVER OF RELOCATION BENEFITS

LEGAL DESCRIPTION OF SUBJECT PROPERTY

That part of the NW 1/4 of the NW 1/4 of Section 11, T27N, R22W, Dakota County, Minnesota and that part of Government Lot 8, said Section 11, described as follows:

Commencing at the northwest corner of said Section 11; thence S 89° 06' 40"E., assumed bearing, along the north line of said Section 11 a distance of 1120.18 feet to the easterly right-of-way line of S.T.H. No. 56 as built and monumented by the Minnesota Department of Transportation, said point being marked by a Judicial Landmark and being the point of beginning of the parcel to be described; thence S. 6° 50' 27" W, along said right-of-way, 270.59 feet; thence S. 83° 09' 33" E. along said right-of-way, 15.00 feet; thence S. 6° 50' 27" W. along said right-of-way, 150.00 feet; thence N. 83° 09' 33" W. along said right-of-way, 15.00 feet; thence S. 6° 50' 27" W. along said right-of-way, 295.38 feet to the north line of the south 600.00 feet of said NW ¼ of the NW 1/4, said point being marked by a Judicial Landmark; thence S. 89° 06' 42" E. along said north line of the south 600.00 feet and the north line of the south 600.00 feet of said Government Lot 8, a distance of 655.38 feet to the westerly right-of-way line of the Chicago and North Western Transportation Company railroad right-of-way, said point being marked by a Judicial Landmark; thence N 6° 53' 41" W. along said westerly right-of-way line, 718.73 feet to the north line of said Section 11, said point being marked by a Judicial Landmark; thence N. 89° 06' 40" W. along said Section line, 483.79 feet, to the point of beginning and there terminating.

Torrens Property, Certificate of Title No. 154699

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: October 30, 2014

CASE NO:

HEARING DATE: November 5, 2014

APPLICANT: City of Inver Grove Heights

PROPERTY OWNER: River Country Cooperative

REQUEST: Review Potential Property Acquisition for Consistency with the Comprehensive Plan

LOCATION: A Parcel of 10+ Acres Located Along the West Side of Dickman Trail

COMPREHENSIVE PLAN: I-1, Light Industrial

ZONING: I-1, Limited Industrial

REVIEWING DIVISIONS: Planning
City Attorney's Office


PREPARED BY: Thomas J. Link
Comm. Dev. Dir.

BACKGROUND

River Country Cooperative, owner of a 10 acre parcel located along the west side of Dickman Trail, approached the City and expressed an interest in selling its property. The site has no buildings and is currently vacant. The previous owner, a trucking company, used the property as a contractor's yard.

The Inver Grove Heights Development Authority (EDA) will be considering the acquisition at a special meeting scheduled for November 24. The Planning Commission is to consider making a recommendation on the consistency of the acquisition with the Comprehensive Plan.

EVALUATION OF THE REQUEST

In accordance with Minnesota Statutes, the Planning Commission must review the municipal acquisition and sale of properties for consistency with the Comprehensive Plan. Specifically, State Statute Chapter 462.356, Subd. 2, states "no publicly owned interest in real property within the municipality shall be acquired or disposed of...until after the planning agency (Planning Commission) has reviewed the proposed acquisition or disposal...and reported its findings as to the compliance of the proposed acquisition or disposal with the Comprehensive municipal plan."

The Comprehensive Plan has several statements attesting to the importance of economic development and the role of the Economic Development Authority (EDA). One of the EDA's major economic development activities is the redevelopment of the Concord Boulevard Neighborhood. The plan states that the City should "support redevelopment efforts for the Concord Neighborhood" and should "encourage or facilitate redevelopment and reinvestment along the corridor".

The City's redevelopment efforts date back to 1998 when the City Council adopted the Concord Neighborhood Plan. This neighborhood plan is reflected in the current Comprehensive Plan which states:

"Redevelopment of the Concord Boulevard corridor is an important future improvement that will support the significant investment in Heritage Park and the reconstruction of Concord Boulevard and provide an important critical mass that helps sustain commercial development in Inver Grove Heights. Future redevelopment will also take advantage of the Mississippi River Regional Trail Corridor connecting Inver Grove Heights with regional destinations."

The Comprehensive Plan was refined when the City adopted the Concord Boulevard Neighborhood Plan and Design Guidelines in December, 2012. Those documents identified four redevelopment areas, one of which is along the west side of Dickman Trail. The property which the EDA is considering acquiring is located in this redevelopment site. The Neighborhood Plan and Design Guidelines state that the Dickman Trail area could be redeveloped as industrial or residential. The EDA has chosen to develop the area as industrial.

The acquisition of this property, from a willing seller, would be consistent with the Comprehensive Plan. The property lies in one of the areas selected by the City for redevelopment efforts. If acquired, the EDA would, at some future undefined time, sell the property for redevelopment as industrial. The acquisition would eventually lead to redevelopment, as stated in the Concord Boulevard Neighborhood Plan and Design Guidelines. The acquisition would align with the City's general economic development goals and the redevelopment plans of the Concord Neighborhood.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

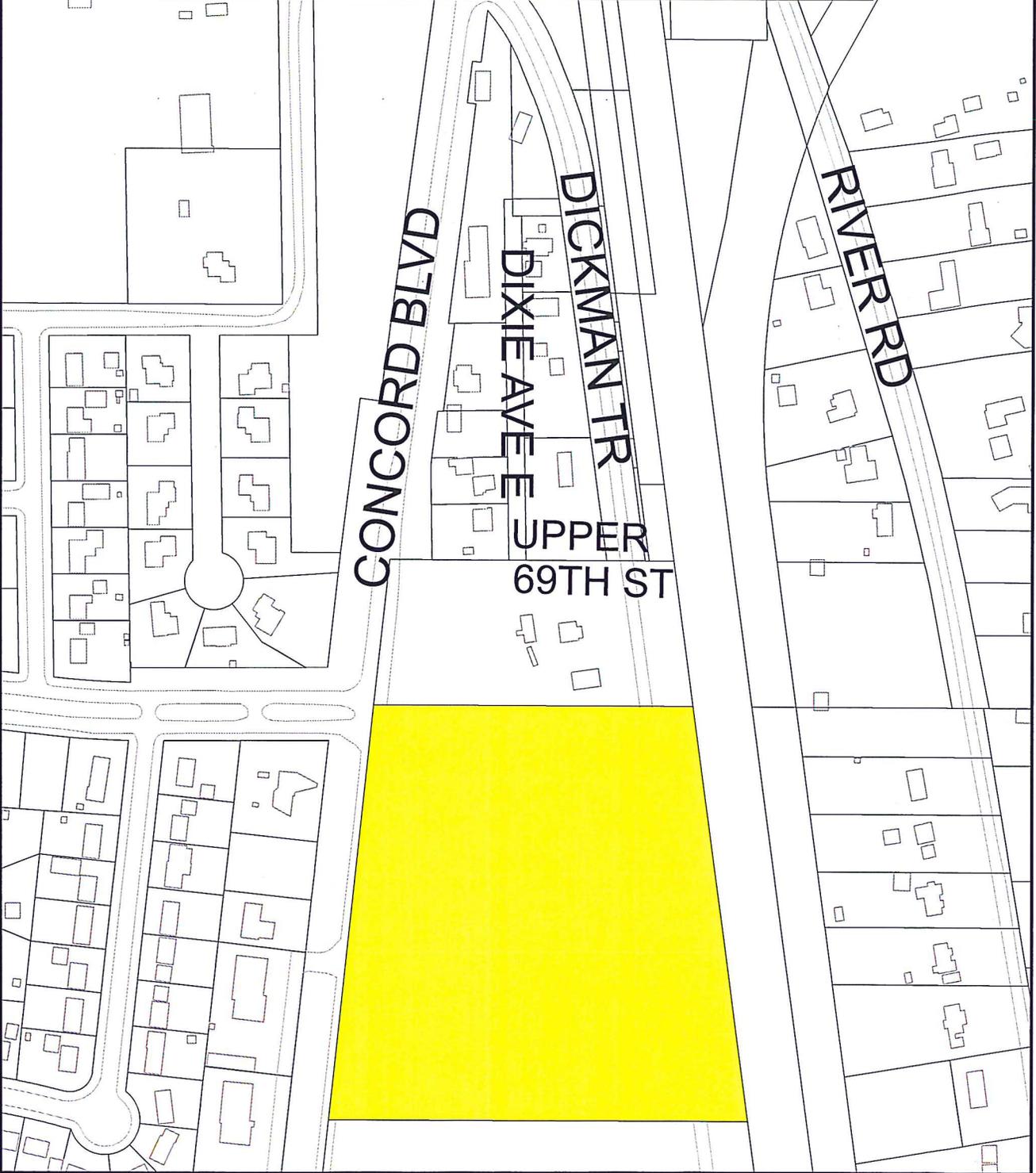
- A. **Approval.** If the Planning Commission finds the request acceptable, it should recommend that the acquisition of the property by the Inver Grove Heights EDA is in compliance with the Comprehensive Plan.
- B. **Denial.** If the Planning Commission does not find the proposed acquisition consistent with the Comprehensive Plan, it should recommend denial with findings provided to support that denial.

RECOMMENDATION

Staff recommends approval of the request to find the acquisition of the 10 acre property along the west side of Dickman Trail consistent with the Inver Grove Heights Comprehensive Plan.

Enc: Location Map
Comprehensive Plan Map
Excerpts from Comprehensive Plan
Excerpts from Concord Boulevard Neighborhood Plan and Design Guidelines

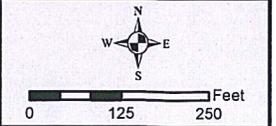
Location Map River Country Cooperative Property



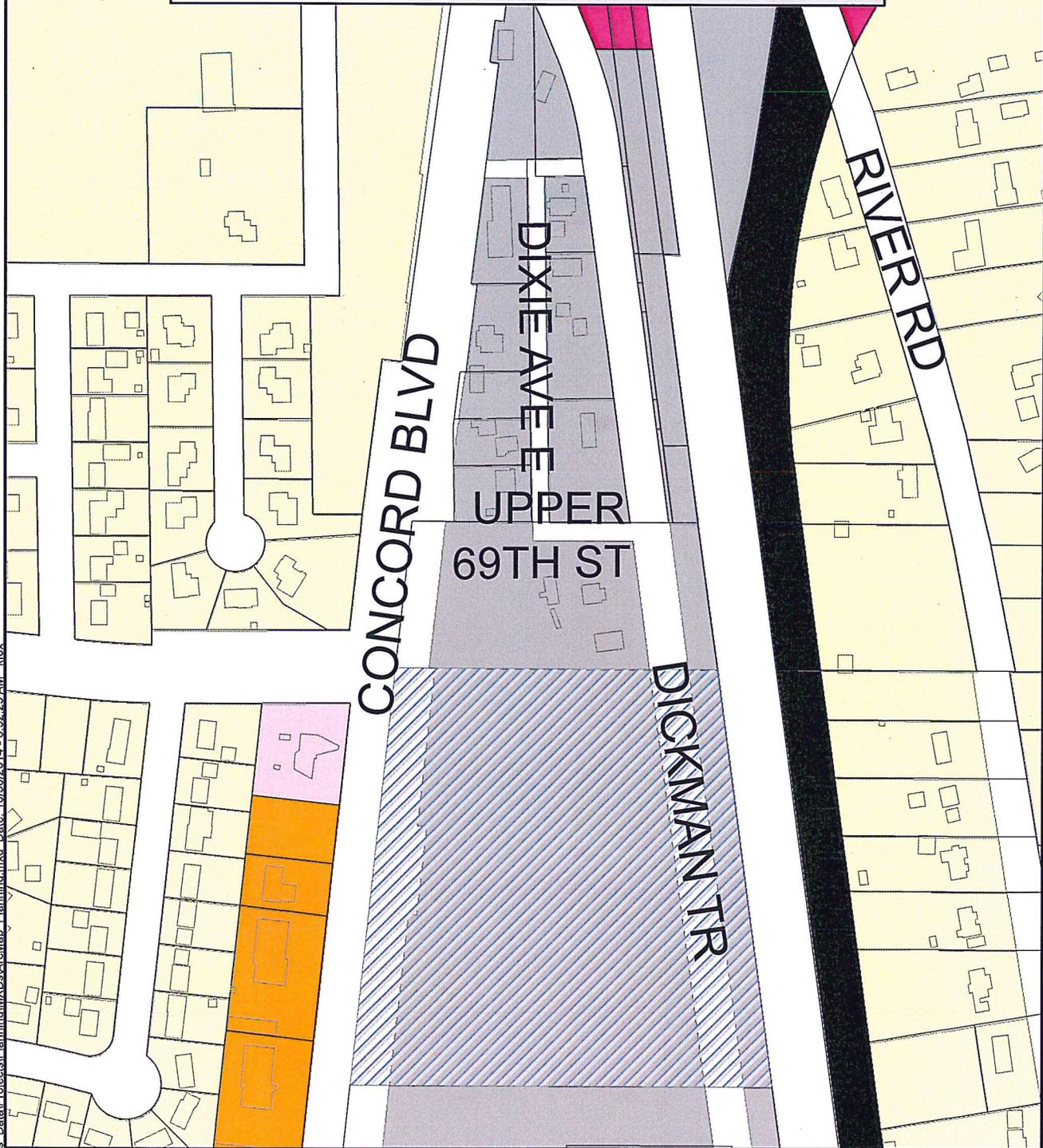
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THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED



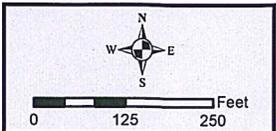
Comprehensive Plan Map River Country Cooperative Property



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2. Land Use

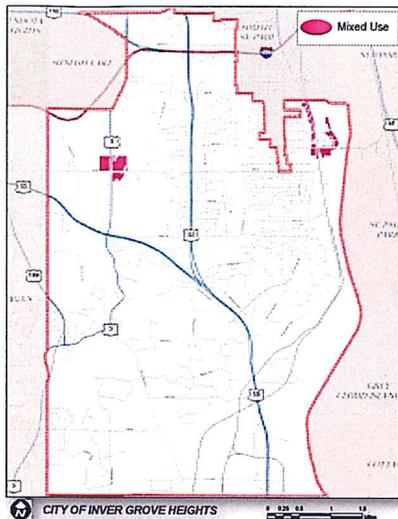


Figure 2.6: Mixed Uses

Mixed Use Assumptions

In order to establish development projections, mixed use areas are assumed to be approximately 2/3 residential and 1/3 commercial. Residential density would be at a minimum of 12 units per acre in mixed use areas.

Mixed Use (MU)

Mixed use areas consist of lots or parcels that contain a mix of retail and service commercial, office, institutional, higher density residential, public uses and/or park and recreation uses, organized in a pedestrian friendly environment (see Figure 2.6: Mixed Uses).

Robert Street and 70th Street West: The Comprehensive Plan designates the area at the intersection of South Robert Trail and 70th Street West as mixed use. The vision for this area is to establish a neighborhood hub that integrates higher density residential uses with neighborhood commercial services. In recent years, there has been an increased interest in creating development patterns that capture historic urban qualities and land use relationships. This movement was originally known as “new urbanism” and is now generally known as “traditional neighborhood design” or TND. The mixed use area in Inver Grove Heights has the potential to be developed utilizing some of these design principles. The development pattern is expected to have a pedestrian orientation rather than a sole focus on vehicular movement. The opportunity exists to integrate a variety of land uses making neighborhood commercial areas truly accessible to the surrounding residential neighborhood both due to the close proximity of the uses and a pedestrian sidewalk or trail system that provides direct linkages. Also of long term consideration is the notion of “Transit Oriented Development” or TOD, which encourages mixed use as a means of supporting transit service because of its ability to generate transit users who both arrive and depart from a particular node (see inset TOD.) Developed in this manner, the mixed use area in Inver Grove Heights has the potential to become an attractive amenity for both the northwest area and the community as a whole.

Concord Boulevard: Another area of mixed use is the Concord Boulevard Corridor (generally north of 70th Street.). The idea for mixed use along the Concord Boulevard Corridor is to encourage or facilitate redevelopment and reinvestment along the corridor in a way that helps traffic flow by controlling access, encourages an attractive street frontage as a gateway corridor to the City and allows flexibility in the use of lands along the corridor as business or residential uses. This pattern of use current exists along the corridor. A redevelopment plan was prepared for the Concord Boulevard area, which was adopted by the City in 1998. The plan addressed a number of issues including:

- Land use patterns
- The role of the Mississippi River levee
- Housing

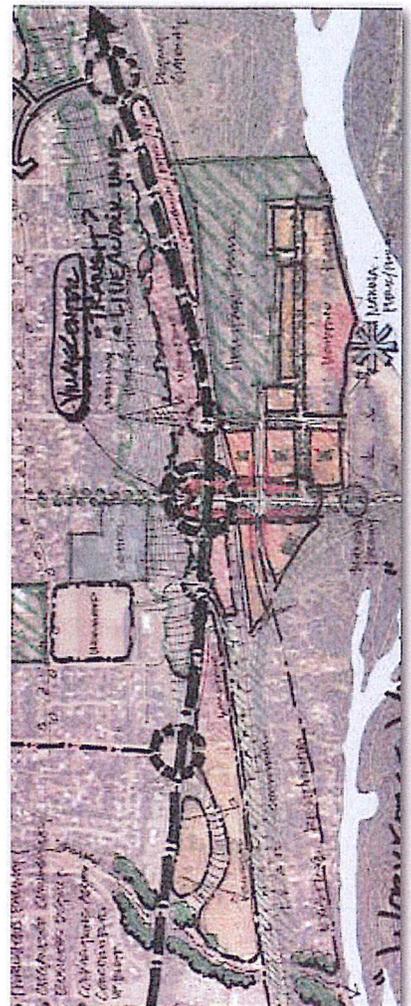
2. Land Use

- Businesses
- The river bridge
- Public recreation

The plan includes a set of detailed policies to direct future redevelopment efforts. The land use recommendations from the adopted Concord Boulevard Redevelopment Plan were directly incorporated into the Future Land Use Plan of the Inver Grove Heights Comprehensive Plan. This plan will continue to serve as a policy guide.

As Concord Boulevard improvements are implemented over the next few years, redevelopment proposals will likely be brought forward by property owners and developers interested in the corridor. The guiding principles for the Concord Boulevard Corridor are as follows:

1. Direct access to the corridor should be reduced and limited over time. Access should be via side streets, alleyways and in limited cases directly via shared drives.
2. Future development in the corridor may be either vertically mixed uses (i.e. residential or office over retail) or horizontally mixed uses. Redevelopment of individual parcels should be designed as part of a master planned area to avoid conflicts with existing adjacent landuses.
3. Commercial or business uses should be located around key intersections at 66th and 63rd Street and should be designed to utilize on street parking on side streets (not on Concord Boulevard) and shared off-street parking.
4. Commercial or office uses located along the corridor between key intersections should be designed to blend in with residential building characteristics and not require significant off street parking.
5. Residential uses occurring along the corridor should have porches that front on Concord Boulevard with yards that provide separation between the street and the residential structure.
6. Sidewalks should separate residential uses from the street and provide connectivity to area amenities and attractions such as Heritage Park and the Mississippi River.
7. Higher density residential uses should be supported not only as a means to redevelopment but as a means of intensifying the corridor to support commercial uses, provide a labor force and take advantage of public improvements such as Heritage Park.
8. Design features should consider building height in relationship to the bluff area and the Mississippi River.



A concept for Concord Boulevard explores the idea of mixed use along the corridor with commercial focused at key nodes. This concept takes advantage of the improvements with Heritage Park and the potential connections to the Mississippi River.

2. Land Use

Redevelopment of the Concord Boulevard corridor is an important future improvement that will support the significant investment in Heritage Park and reconstruction of Concord Boulevard and provide an important critical mass that helps sustain commercial development in Inver Grove Heights. Future redevelopment will also take advantage of the Mississippi River Regional Trail Corridor connecting Inver Grove Heights with regional destinations.

Mixed Use Area Policies

1. Provide a unique mix of commercial, residential, public and related uses in a pedestrian friendly environment.
2. Provide a flexible land use tool that supports redevelopment while minimizing the creation of non-conforming uses.
3. Enact zoning modifications necessary to facilitate a mixed use development pattern that includes small, neighborhood scale structures and design features.
4. Provide walkway and trail linkages to other public recreational facilities in the area.
5. Encourage consistent design standards that serve as a framework for both public and private improvements addressing streets, lighting, landscaping, building materials and building placements.
6. Limit commercial uses to those that provide neighborhood and convenience goods and services.

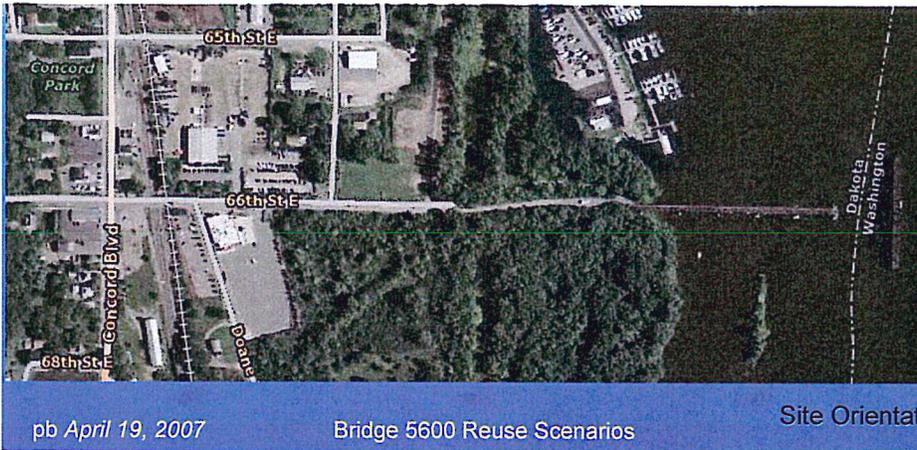
Industrial Office Park (IOP)

Industrial office park includes lots or parcels containing warehousing, storage and light industrial uses with associated office functions (see Figure 2.7: Industrial Uses). Industrial office park developments are usually designed in a unified manner and feature landscaped open areas and roadway edges, consistent lighting, and entry monumentation. The future land use plan identifies a number of IOP parcels along Highway 55 and 55/52.

Industrial Office Park Area Policies

1. Provide opportunities for new industrial development and expanded employment opportunities in Inver Grove Heights.
2. Provide attractive, planned environments as means to induce employers to locate within the City.
3. Enact standards for industrial developments that are in keeping with the need to improve the appearance and character of industrial properties.
4. Provide public services and infrastructure in keeping with the needs of

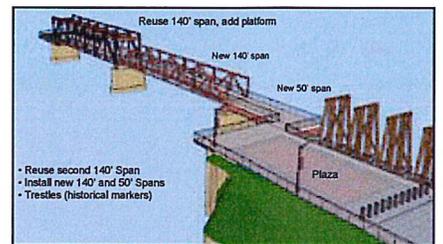
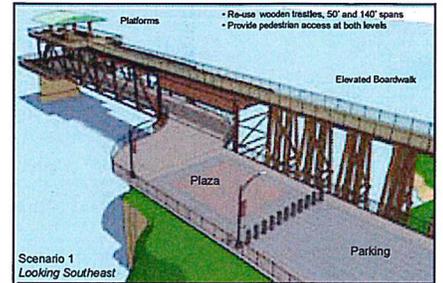
9. Critical Area Plan



could provide educational opportunities to the community at large. A combination of funding from the Park and Recreation Department and Macalister College as well as staff time could be used initially to implement this project.

Project #4

Continue to support redevelopment efforts for the Concord Neighborhood. In 1998, the City adopted a redevelopment plan for the Concord Neighborhood, which has the highest concentration of older structures in the community. More recently, Dakota County has begun constructing upgrades to the roadway. The City should actively participate in planning redevelopment efforts that respect the goals and policies of the Critical Area Plan. Continued redevelopment planning in this corridor should seek to enhance the value of Heritage Park improvements and foster economic vibrancy and connectivity with the river corridor.



A photo of Bridge 5600 (top) and two alternative design concepts that were evaluated in 2007 for reuse of Bridge 5600 as a scenic overlook.

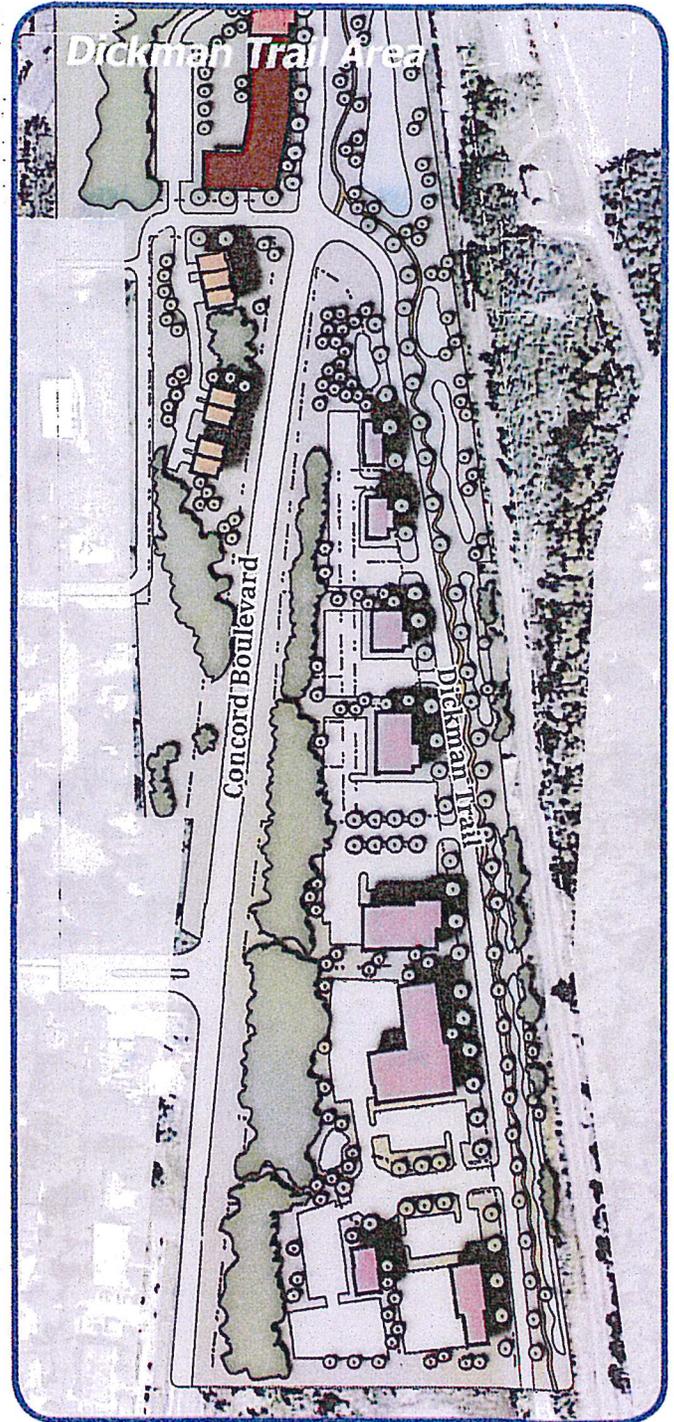
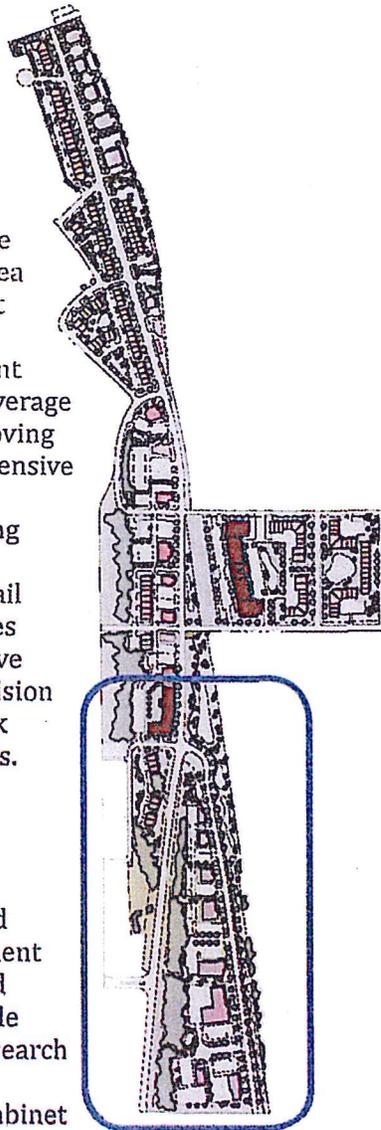
PREFERRED MASTER PLAN

DICKMAN TRAIL:

BUSINESS PARK

The area south of 68th Street along Dickman Trail is an area with a wide mix of uses. Many of the uses are heavy industry that generates significant truck traffic, noise and dust issues.

The longevity of some of these uses was questioned through the stakeholder engagement process. A limited number of single family homes are scattered throughout the site. The plan for this area suggests redevelopment over time that would intensify the employment density and building coverage of business uses and moving away from more site intensive uses to more building intensive uses. Increasing job density in the area will further support retail and professional services and could be an attractive opportunity given the vision for Heritage Village Park and other improvements. Opportunities to better utilize the land area within this district can be explored through replatting of the site and reconfiguring development parcels. Uses envisioned in this area might include light manufacturing, research and design, technology companies, assembly, cabinet makers or other light industry.



PREFERRED MASTER PLAN

PROJECT #3 68TH STREET AND CONCORD MIXED USE AREA

The node on the northwest quadrant of 68th and Concord Boulevard includes a mix of single family homes and vacant lots. Some of these parcels are already owned by the City of Inver Grove Heights, acquired over the years to remove problem properties. Some of the homes sit on deep lots, which when combined create a feasible re-development project. This project will require the assembly of remaining parcels, re-platting and detailed site design. The project could then be marketed for a higher density housing project (owner or renter occupied) or a mixed use project with commercial on the ground floor and residential or office on upper floors.

PROJECT #4 NORTH CONCORD RESIDENTIAL

This project includes redevelopment of the single family homes on the west side of Concord Boulevard between Upper 61st Street to Dawn Way. A number of these properties have been rumored to be available for sale and could be acquired over time to provide a reasonable sized development parcel. This project presents an opportunity to eliminate individual driveway access points, to enhance the street front of Concord and to intensify the density of the area further supporting commercial and recreational uses in the district. The project would require acquisition of single family homes. Due to the number of homes to acquire, this project may be a longer term project.

PROJECT #5 DICKMAN TRAIL BUSINESS PARK

The triangle of industrial and single family homes south of the intersection of Dickman Trail and Concord Boulevard presents an economic development opportunity. Redevelopment of the site would eliminate conflicting land uses and would better utilize available land and infrastructure resources. Extension of this concept further to the south to include areas currently used for outside storage and salvage should be explored as part of master planning this

project area. Redevelopment of this area will include master planning, site acquisition, utility extensions, environmental investigation and clean-up and re-platting.

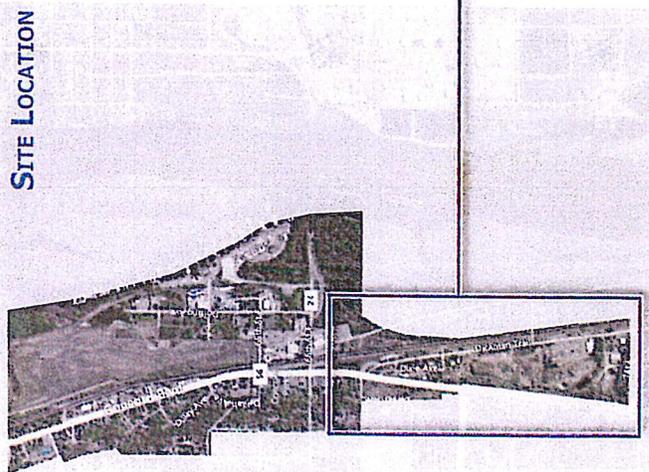
PROJECT #6 LIVE/WORK ON CONCORD

The site between Upper 61st Path and Delilah Ave on the east side of Concord Boulevard is identified as a site for a concept defined as Live/Work. The site currently is occupied by a refuse hauler, a sandblasting operation and an auto repair business. Redevelopment of the site will make for better use of the land and infrastructure. City and /or developer actions that would be required for this project would include acquisition and relocation of existing businesses, environmental investigation and remediation, re-platting and site design.

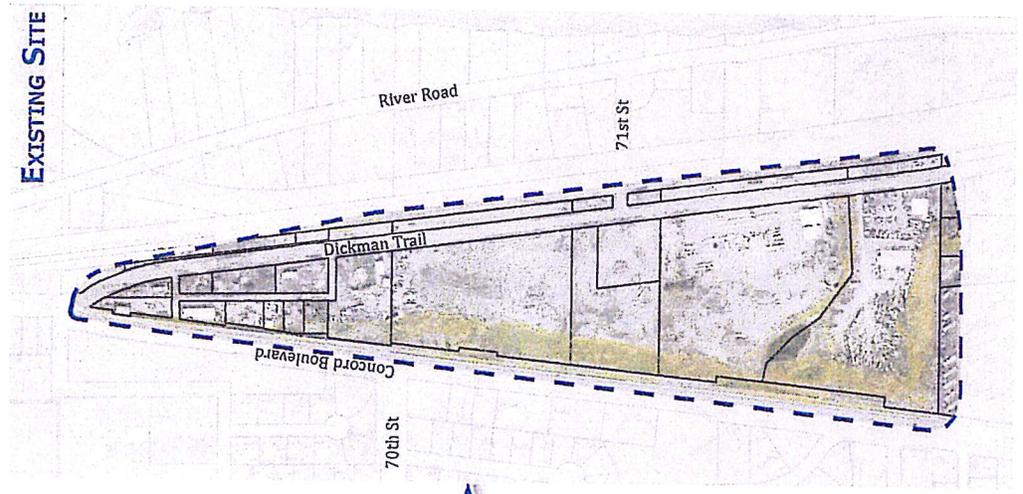
PROJECT #7 NORTH CONCORD COMMERCIAL

This project refers to the commercial users north of Upper 61st Path on the east side of Concord. The project area is represented by three separate property owners. Redevelopment of these areas could occur as a whole or separately on an individual basis. It would not require assembly of all the properties in order to proceed. The City's role in this project may best be suited to acting as a facilitator while working in close collaboration with the property owners so that when properties come up for sale, the City can help in securing the right user for redeveloping the site.

CONCORD BOULEVARD NEIGHBORHOOD CATALYST SITE: DICKMAN TRAIL - RESIDENTIAL



SITE LOCATION



EXISTING SITE



EXISTING CONDITIONS

SITE SUMMARY - NORTH	
Site Area	14.75 ac. - 9.1 ac Buildable
Intended Use	Townhomes, High Density Residential
Units	72 Townhomes, 66 High Density Residential
Density	15 Dwelling Units / Acre (of buildable)

SITE SUMMARY - SOUTH	
Site Area	25.6 ac. - 15.5 ac Buildable
Intended Use	Single Family Residential
Units	46 Single Family Residential
Density	3 Dwelling Units / Acre (of buildable)

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Inver Grove Heights Economic Development Authority

FROM: Planning Commission

DATE: November 5, 2014

CITY OF INVER GROVE HEIGHTS

Reading of Notice

There was no public hearing notice required.

Presentation of Request

Tom Link, Community Development Director, explained the request as detailed in the report. He advised that River Country Cooperative approached the City and expressed an interest in selling its 10 acre property along the west side of Dickman Trail. The Economic Development Authority (EDA) will be considering the acquisition at a special meeting on November 24. The Planning Commission is being asked to consider whether the acquisition would be consistent with the comprehensive plan. The comprehensive plan states that economic development is an important function that should be supported by the City, and also includes language pertaining to the redevelopment of the Concord neighborhood. The City's redevelopment efforts in that neighborhood date back to 1998 when they adopted the Concord Neighborhood Plan. That plan was updated and revised in 2012. The revised plan identifies four specific areas for redevelopment. The property being discussed tonight is in one of those four areas. The EDA would acquire this property and sell it at some future time for redevelopment. Staff recommends approval of the request to find the acquisition of the ten acre property along the west side of Dickman Trail consistent with the City's comprehensive plan. He noted that a representative from River Country Cooperative was in the audience tonight and was available for questions.

Chair Hark clarified that this was not a taking, but rather a request from a willing seller.

Commissioner Wippermann asked for clarification that the Planning Commission was being asked to make a recommendation only on whether or not the request complies with the comprehensive plan and not on whether or not to purchase the property.

Mr. Link replied in the affirmative, stating the actual decision to acquire the property would be considered by the EDA on November 24.

Opening of Public Hearing

John Duchsherer, 14305 Azalea Court, Rosemount, advised he was available to answer any questions.

Chair Hark asked the applicant if he read and understood the report.

Mr. Duchsherer replied in the affirmative.

Recommendation to City Council

November 5, 2014

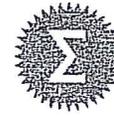
Page 2

Chair Hark closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Klein, to find the acquisition of the ten acre property along the west side of Dickman Trail consistent with the City's Comprehensive Plan.

Motion carried (6/0). This item goes to the Economic Development Authority on November 24, 2014.



3. B.

EHLERS

LEADERS IN PUBLIC FINANCE

Memo

TO: Kristi Smith, Finance Director

FROM: Steve Apfelbacher and Jessica Cook

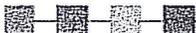
DATE: November 18, 2014

RE: Interfund Loan for Potential TIF District

City staff and a local business have been discussing options for the business to expand its existing facility within the City. One financing tool under consideration for the project is tax increment financing ("TIF"). TIF is a means to capture increases in taxes generated by new construction, and use the captured taxes to pay for project expenses.

At this point, we are still evaluating whether TIF could be a viable tool for the project. We are working with an architect and inspector to review the site and buildings to see if they will qualify as a TIF District. There will be costs incurred for the property inspection and, potentially, for preparing TIF Plan documents. Pursuant to state law, in order for the City to reimburse itself for these costs from future tax increment, the City needs to adopt an Interfund Loan Resolution.

It is important to know that the resolution adopting an Interfund Loan does not commit or authorize the City or EDA to establish a TIF District or provide assistance to a business. Both of these actions would require separate approvals, including a public hearing. Adopting the Interfund Loan Resolution simply keeps the option open for the City and EDA to use future increment to reimburse itself for administrative costs incurred for the project. In the future, if the City or EDA wish to advance funds for project costs in addition to administrative costs, an additional Interfund Loan resolution will be required.



**INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY
STATE OF MINNESOTA**

Board member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

**RESOLUTION REQUESTING THE CITY OF INVER GROVE HEIGHTS TO
ADOPT AN INTERFUND LOAN FOR ADVANCE OF CERTAIN COSTS IN
CONNECTION WITH TAX INCREMENT FINANCING DISTRICT NO. 5-1**

BE IT RESOLVED by the Board of Commissioners (the "Board") of the Economic Development Authority of the City of Inver Grove Heights, Minnesota (the "Authority"), as follows:

WHEREAS, the City Council of the City of Inver Grove Heights (the "City") intends to establish Tax Increment Financing District No. 5-1 (the "TIF District") within Development District No. 5 (the "Project") for the purpose of financing certain improvements within the Project.

WHEREAS, the City and Authority have determined to pay for certain administrative costs and interest expense associated with establishing the TIF District and preparing the TIF Plan (collectively, the "Qualified Costs"), which costs may be financed on a temporary basis from City funds available for such purposes.

WHEREAS, under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally authorized, in order to finance the Qualified Costs.

WHEREAS, the City intends to reimburse itself for the Qualified Costs from tax increments derived from the TIF District pursuant to the terms of an interfund loan.

NOW THEREFORE BE IT RESOLVED by the Board as follows:

The Authority hereby requests the City to adopt an Interfund Loan to authorize the advance of up to \$35,000 from the Host Community Fund or other legally available fund, or so much thereof as may be paid as Qualified Costs, in accordance with Minnesota Statutes, Section 469.178, Subd. 7.

The motion for the adoption of the foregoing resolution was duly seconded by Board member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated: November 24, 2014

ATTEST:

President

Executive Director

(Seal)