



**INVER GROVE HEIGHTS
ECONOMIC DEVELOPMENT AUTHORITY AGENDA
SPECIAL MEETING
MONDAY, JULY 11, 2016
CITY COUNCIL CHAMBERS
6:30 P.M.**

1. CALL TO ORDER

2. ROLL CALL

3. REGULAR AGENDA

A. Consider Purchase Agreement for the City Acquisition of 6900 and 6910 Dixie Avenue

4. ADJOURN

**MEMO
CITY OF INVER GROVE HEIGHTS**

TO: Inver Grove Heights Economic Development Authority
FROM: Thomas J. Link, Director of Community Development 
DATE: July 7, 2016 for Special EDA Meeting of July 11, 2016
SUBJECT: Acquisition of 6900 and 6910 Dixie Avenue

PURPOSE/ACTION REQUESTED

The Inver Grove Heights Economic Development Authority (EDA) is to consider adoption of the Resolution Approving a Purchase Agreement Between the Inver Grove Heights EDA and Becky Austing, as attached.

BACKGROUND

Becky Austing, owner of a parcel located at 6900 and 6910 Dixie Avenue, approached the EDA and expressed an interest in selling her property. The purpose of the acquisition would be economic development. The property is located within one of the 'catalyst' redevelopment sites identified in the Concord Neighborhood Plan Update. The EDA would acquire the property and, at some future undetermined time, combine it with adjacent parcels, and sell them for redevelopment. The EDA performed its due diligence, including the preparation of an appraisal and a Phase I environmental assessment. The EDA and the property owner completed negotiations this week.

The Planning Commission considered the acquisition on June 21, as required by Minnesota Statutes. The Planning Commission found that the acquisition of the Austing property is consistent with the comprehensive plan, on a vote of 8 ayes and 0 nays.

Minnesota Statutes requires that a property be in an economic development district before an EDA can acquire it. The property at 6900 and 6910 Dixie Avenue lies in Economic Development District No. 6.

ANALYSIS

Enclosed are the purchase agreement and a resolution approving the purchase agreement. The purchase price is \$235,000. The terms of the purchase agreement are summarized in an attached memo from Tim Kuntz. The final purchase agreement was provided to Becky Austing on Wednesday afternoon. It is expected that she will sign the agreement on Friday.

Recommended funding is from the Host Community Fund. A resolution authorizing transfers from the Host Community Fund to the EDA will be on the July 11 City Council consent agenda.

CONCLUSION

Staff recommends that the Inver Grove Heights Economic Development Authority (EDA) adopt the Resolution Approving the Purchase Agreement Between the Inver Grove Heights EDA and Becky Austing, as attached

Enc: Memo from City Attorney Tim Kuntz regarding Purchase Agreement
Resolution Approving a Purchase Agreement between the EDA and Becky Austing
Purchase Agreement
Planning Commission Report of June 16, 2016
Planning Commission Recommendation

cc: Becky Austing

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◦STEPHEN H. FOCHLER
*JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*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

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◦ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Inver Grove Heights Economic Development Authority
FROM: Timothy J. Kuntz, City Attorney
DATE: July 6, 2016
RE: Purchase of Property by EDA from Becky Austing;
6900 Dixie Avenue and 6910 Dixie Avenue, Inver Grove Heights
July 11, 2016 Special EDA Meeting

Section 1. Background. At the November 24, 2014 EDA meeting, the EDA approved the creation of Economic Development District No. 6. The District comprises land owned by several individuals including Becky Austing. The land owned by Becky Austing is generally located at 6900 Dixie Avenue and 6910 Dixie Avenue and consists of the following three Property Identification Numbers: 20-17750-06-030; 20-17750-06-050; and 20-39900-00-061. A legal description of the land is included in the attached Purchase Agreement. At the July 11, 2016 Special EDA meeting, the EDA will consider approval of the attached Purchase Agreement between the EDA (Buyer) and Becky Austing (Seller).

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

1. The Purchase Price is \$235,000.
2. The Purchase Price of \$235,000 will be paid by Buyer at Closing.
3. The purchase includes the lands and the buildings subject to the right of Seller to remove certain personal property and fixtures (Excluded Items). The Excluded Items are listed on Exhibit B to the Purchase Agreement.
4. The Closing will occur August 12, 2016.
5. Seller will deliver a Warranty Deed.
6. Seller will remove the Excluded Items by August 5, 2016.

7. Seller is waiving all relocation benefits and relocation services and moving costs.
8. Real Estate taxes payable in the year 2016 will be prorated as of the Closing Date.
9. Seller will pay off all levied and pending assessments.
10. Seller warrants that to the best of Seller's knowledge there are no adverse environmental conditions on the Property that existed prior to the Closing Date.
11. Seller is paying the state deed tax.
12. Buyer is paying for the title commitment and the title insurance premium.

Section 3. EDA Action. At the July 11, 2016 Special EDA meeting, the EDA will be asked to consider the attached *Resolution Approving A Purchase Agreement Between City Of Inver Grove Heights Economic Development Authority And Becky Lynn Austing Relating To The Purchase Of Property Generally Located at 6900 Dixie Avenue and 6910 Dixie Avenue In Inver Grove Heights, Minnesota Identified As Tax Identification Numbers 20-17750-06-030; 20-17750-06-050; and 20-39900-00-061.*

Attachments

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN CITY OF
INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY AND BECKY
LYNN AUSTING RELATING TO THE PURCHASE OF PROPERTY GENERALLY
LOCATED AT 6900 DIXIE AVENUE AND 6910 DIXIE AVENUE IN INVER GROVE
HEIGHTS, MINNESOTA IDENTIFIED AS DAKOTA COUNTY TAX
IDENTIFICATION NUMBERS 20-17750-06-030; 20-17750-06-050; and 20-39900-00-061**

WHEREAS, Becky Lynn Austing owns real property generally located at 6900 Dixie Avenue and 6910 Dixie Avenue, Inver Grove Heights, Minnesota, identified as Dakota County Tax Identification No.'s 20-17750-06-030; 20-17750-06-050; and 20-39900-00-061 described in the Purchase Agreement attached hereto as 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 Becky Lynn Austing have negotiated the attached Purchase Agreement for the sale of the Real Property by Becky Lynn Austing to the EDA for the purchase price of \$235,000.

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

WHEREAS, Economic Development District No. 6 includes the Real Property owned by Becky Lynn Austing.

WHEREAS, one purpose of Economic Development District No. 6 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 Becky Lynn Austing for the Real Property at a purchase price of \$235,000.

2. The President and Executive Director of the EDA are authorized to sign the attached Purchase Agreement between Becky Lynn Austing 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 11th day of July, 2016.

Rosemary Piekarski Krech, President

ATTEST:

Thomas Link, Executive Director

EXHIBIT A
PURCHASE AGREEMENT

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this 11th day of July, 2016, by and between **Becky Lynn Austing**, a single person, (hereinafter referred to as the "Seller") and **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 real property generally located at 6900 Dixie Avenue and 6910 Dixie Avenue, Inver Grove Heights, MN 55076 [consisting of three tax parcels identified as Dakota County Property Identification Numbers 20-17750-06-030; 20-17750-06-050; and 20-39900-00-061] legally described on **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements, tenements, hereditaments, easements, rights-of-way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of said real estate and any of the items of personal property and fixtures identified on **Exhibit A-1** to the extent owned by Seller and currently located on the Property (said property and said improvements, rights and privileges and personal property are hereinafter referred to as the "**Property**").
2. **Excluded Items.** The personal property and fixtures identified on **Exhibit B** attached hereto shall be retained by the Seller and will **not** be conveyed to Buyer as part of the sale (hereinafter the "Excluded Items"). The Excluded Items must be removed by Seller no later than August 5, 2016; provided, however, the boulders referenced in Exhibit B must be removed by Seller no later than 15 days after notice by Buyer to Seller that the boulders are available for removal. 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.
3. **Purchase Price.** Subject to Section 7, at Closing, Buyer will pay Seller Two Hundred Thirty-Five Thousand Dollars (**\$235,000.00**) ("**Purchase Price**").
4. **Relocation Benefits.** 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.

5. **Date and Location of Closing.** The Date of Closing or Closing Date for the Property shall be August 12, 2016. 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 **Two Hundred Thirty-Five Thousand Dollars (\$235,000.00)** 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. **Moving Costs.** Seller shall not be entitled to any additional Moving Costs to move Seller's personal property or possessions as part of this transaction.
10. **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.
11. **Warranty Deed.** Seller shall deliver title by Warranty Deed and the 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) Reservations of any minerals or mineral rights to the State of Minnesota;
 - c) Utility easements and road easements existing at the date hereof, which do not interfere with the existing use of the Property.
12. **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. Currently the first half of payable 2016 real estate taxes on the Property are unpaid and delinquent. Seller shall pay the first half of payable 2016 real estate taxes and delinquent fees and interest on the Property. The second half of payable 2016 real estate taxes shall be prorated between Seller and Buyer with Seller responsible for the time period up to and including the Date of Closing.
13. **Special Assessments.** On or before the Date of Closing, Seller agrees to pay the principal and interest amounts owing on all levied special assessments, including the installments, if any, payable in the years 2016 and thereafter; and Seller agrees to pay the principal amount relating to any pending special assessments.
14. **Title.** After acceptance of this Agreement, Buyer, at Buyer's cost, shall immediately obtain a Commitment of Title Insurance in the amount of \$235,000 from the Title Company for the Property. The Buyer shall be allowed twenty (20) days after receipt thereof or until and including July 29, 2016, whichever is longer, for examination of title and making of any

objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 60 days to make such title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the twenty (20) 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 within 60 days from the date of written objections thereto as above provided, 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. Seller's sole and exclusive remedy for breach of this Agreement by Buyer shall be cancellation of this Agreement.

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

15. **Environmental Warranties.** Seller warrants to Buyer that to Seller's knowledge, no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended or as defined by Minn. Stat. § 115B.02, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property, including without limitation, the surface and subsurface waters of the Property, nor has Seller undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 9601 et. seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C.. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

Seller also warrants that there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that there are no underground deposits which contain

hazardous wastes or petroleum. Seller also warrants that there are no underground storage tanks of any kind located on the Property.

Seller also warrants that to the best of Seller's knowledge, no portion of the Property is now used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, and Seller has not used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property.

Seller also warrants that to the best of Seller's knowledge, no portion of the Property contains Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads or as defined by Minn. Stat. § 115A.03), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments or as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection or as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer or as defined by Minn. Stat. § 115A.03).

Seller warrants that to the best of Seller's knowledge, the soils and grounds of the Property are free from any release of petroleum and there has been no release of petroleum on the Property.

"Environmental Law" means any environmental, health or safety law, rule, regulation, ordinance, order or decree, including, without limitation, CERCLA, RCRA, MERLA, any "Superfund" or "Super Lien" law or any other federal, state, county or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any petroleum, natural or synthetic gas products and/or hazardous, toxic or dangerous waste pollutant or contaminant, substance or material as may now or any time hereinafter be in effect.

16. **Labor and Materials.** Seller warrants that as of the Closing Date there will be no labor or material furnished to the Property for which payment has not been made.

17. **Governmental Notices.** The Seller warrants that, as of the Closing Date, Seller has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.
18. **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.
19. **Wells and Tanks.** Seller represents that Seller is not aware of an existing water well on the Property. To the extent there is found to be an existing well on the Property that is not in use, the Buyer will be responsible to close and seal the well at Buyer's expense.

Seller represents that there are no underground tanks on the Property. To the extent there is found to be an underground tank on the Property, Seller will be responsible for the cost to remove the underground tank.

20. **Sewage Treatment System.** Seller represents that there is not an individual sewage treatment system, septic tank or cesspool system on or serving the Property. 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.
21. **Lead Paint Disclosure.** Seller represents that the dwelling was constructed on the Property before 1978. Attached hereto and made a part hereof as **Exhibit D** is a Lead Paint Addendum for Housing Constructed before 1978.
22. **Methamphetamine Disclosure.** To the best of Seller's knowledge, Seller represents that methamphetamine production has not occurred at the Property.
23. **Conditions Precedent.** The Buyer's obligation to close this transaction is expressly contingent upon the Buyer determining on or prior to **July 29, 2016**, the following to be satisfactory and acceptable to Buyer, in the Buyer's sole judgment and opinion:
- (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;
 - (c) any physical encroachments on the Property;

- (d) the physical condition of the Property (environmental or otherwise) and the buildings located thereon.
24. **Removal of Personal Property.** Seller agrees that on or prior to August 5, 2016, the Excluded Items, all personal property, furnishings, rubbish, debris, and other materials shall be removed from the Property by the Seller at the Seller's expense as provided in Section 2. The condition of the entire Property shall be verified by the Buyer or the Buyer's representative on the Date of Closing. **Subject to the required removal of personal property and debris described in this section, the Buyer accepts the buildings and structures on the Property in their "As Is" condition with the EXCEPTION that the inside of the house and garage must be delivered in "swept clean" condition on Closing Date.**
25. **Indemnification.** From and after delivery to Buyer of the Warranty Deed for the Property, Seller agrees to indemnify, defend and hold Buyer harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that Buyer incurs or suffers, after the Date of Closing, which arise out of, result from or relate to a breach of any of Seller's warranties made in Paragraph 15.
26. **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.
27. **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.
28. **Survival of Warranties.** The representations, indemnifications, warranties, and covenants of Buyer and Seller contained in this Agreement shall survive the conveyance of the Property and shall not be merged with the Warranty Deed or with other closing documents.
29. **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.
30. **Amendment of Agreement.** This Agreement may be amended only by a written instrument executed by Buyer and Seller.

31. **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.
32. **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.
33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
34. **Time of Essence.** Time is of the essence in the closing of this transaction.
35. **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.
36. **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.
37. **Closing Costs.**
- 37.1. **Utilities.** Seller shall be responsible for utilities up to and including the Closing Date. Seller must pay trash collection fees. Seller must pay all telephone fees.
- 37.2. **State Deed Tax.** Upon delivery of the Warranty Deed, Seller shall pay the state deed tax due on the Warranty Deed.
- 37.3. **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.
- 37.4. **Closing Fee.** Any fee, other than those fees which have been specifically addressed as set forth in this Purchase Agreement, charged by the Title Company as a closing fee shall be paid by Buyer.
- 37.5. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the Warranty Deed and all other documents.
38. **Closing Documents.**

38.1. **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 Warranty Deed, in form satisfactory to Buyer, conveying the Property to Buyer, free and clear of all 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 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, together with whatever standard owner's affidavit which may be required by Title Company to issue the title policy with the standard exceptions waived.
- c.) A Certificate signed by Seller warranting that Seller does not know of any "Wells" on the Property within the meaning of Minn. Stat. § 103I.
- d.) Lead Paint Disclosure – Exhibit D;
- e.) Waiver of Relocation Benefits – Exhibit C;
- f.) All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances other than Permitted Encumbrances;
- g.) A certificate stating that all representations and warranties contained in the Agreement are true and correct as of the Date of Closing.

38.2. **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 \$235,000 for the Property;
- b.) Standard Affidavit of Buyer;
- c.) Such other closing documents which the Seller may reasonably request.

39. **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:

Becky Lynn Austing
7270 Cooper Avenue E.
Inver Grove Heights, MN 55076

40. **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.

41. **Sole Occupant.** Seller represents and warrants to Buyer that, as of the date of this Agreement, the Seller is the only occupant of the Property. Seller represents and warrants that there is no tenant on the Property and that there will be no tenant on the Property on the Closing Date.

SELLER:

Becky Lynn Austing

BUYER:
CITY OF INVER GROVE
HEIGHTS ECONOMIC
DEVELOPMENT AUTHORITY

By: _____
Rosemary Piekarski Krech, President

By: _____
Tom Link, Executive Director

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described as follows:

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.

Except that part taken for Concord Boulevard.

AND

The South 10.8 feet of Lot 5 and the north 19.2 feet of Lot 6 of "O.M. Johnson's Addition", and that part of Dixie Avenue (formerly known as Edith Avenue) as dedicated in the plat of Cleveland Park described as follows:

Beginning at the intersection of the west line of said Lot 5 and the north line of the South 10.8 feet of said Lot 5; thence westerly on the westerly extension of said north line of the south 10.8 feet of said Lot 5 to the west line of vacated Dixie Avenue; thence southerly along said west line of vacated Dixie Avenue to its intersection with the westerly extension of the north line of the south 30 feet of Lot 6 of said "O. M. Johnson's Addition"; thence easterly along said westerly extension to the west line of said Lot 6; thence northerly to the point of beginning.

Abstract Property

EXHIBIT A-1
LIST OF PERSONAL PROPERTY AND FIXTURES INCLUDED WITH SALE

The following items of personal property and fixtures are included with the sale to the extent owned by Seller and currently located on the Property:

shrubs, trees, storm windows and inserts, storm doors, screens, awnings, window shades, blinds, curtains-traverse-drapery rods, mirrors, cabinets, countertops, doors, door hardware, woodwork, attached lighting fixtures with bulbs, electrical wiring, electric outlets, electric switches, electric outlet plates and switch plates, plumbing and piping, plumbing fixtures, sump pumps, water heaters, heating systems, heating stoves, fireplace inserts, fireplace doors and screens, built in humidifiers, built in air-conditioning units, built in electronic air filters, automatic garage door openers with controls, television antennas, water softeners, garbage disposals, built in trash compactors, hood fans, intercoms, installed carpeting, built in work benches, security systems, fences, retaining walls, gates, survey monuments, culverts, sheds, underground irrigation systems, flagpoles, light poles and lights, mailboxes and mailbox posts.

The rocks and boulders from the retaining wall located near the house lying in an east/west direction **shall not** be removed from the Property by Seller and are included in the sale.

The rocks and boulders from the retaining wall located near the house lying in a north/south direction **may** be removed from the Property by Seller pursuant to Exhibit B.

The retaining wall consisting of the brick type or paver type components **shall not** be removed from the Property by Seller and are included in the sale.

The paving stones located in the stairs/steps and in any sloped areas **shall not** be removed from the Property by Seller and are included in the sale.

The items listed on Exhibit B (Excluded Items) are not included with the sale. Seller must remove the Excluded Items by August 5, 2016; provided, however, the boulders referenced in Exhibit B must be removed by Seller no later than 15 days after notice by Buyer to Seller that the boulders are available for removal.

EXHIBIT B
EXCLUDED ITEMS

Pursuant to paragraph 2 of the Purchase Agreement, the following personal property and fixtures shall be retained by the Seller and will be removed by the Seller by August 5, 2016, and will **not** be conveyed to Buyer as part of the sale:

1. Plants and flowers located on the north side of the house on the Property.
2. Piles of rocks located on the north side of house on the Property.
3. Paving stones for the walkway from house on the Property (**except** for the paving stones located in the stairs/steps and in any sloped areas).
4. Dishwasher, oven/stove and refrigerator.
5. Any vehicles and/or vehicle parts located upon the Property.
6. Any equipment and/or equipment parts located upon the Property.
7. All machinery and machinery parts located upon the Property.
8. Any personal property used or owned by Becky Austing located upon the Property.
9. Any concrete rubble, timbers and lumber pieces.
10. All vehicle tires.
11. All rubbish and junk.
12. All canisters, bottles, containers and cans.
13. All household goods.
14. All chemicals, petroleum, solvents, oil, cleaning materials and cleaning fluids, paints.
15. All furniture.
16. All electronic devices including telephones, televisions, cable antennas and satellite dishes.
17. Dumpsters and trash receptacles.

When the City (Buyer) demolishes the house, the City will remove the boulders that lie in the north/south direction of the retaining wall. These particular boulders will then be stockpiled on the Property. The City will then give notice to Seller that the boulders in the stockpile may be removed by the Seller. Seller has 15 days after the notice to remove these boulders from the stockpile. Any boulders left in the stockpile shall become the property of Buyer. The City is not removing the boulders that lie in the east/west direction of the retaining wall. Further, the retaining wall consisting of the brick type or paver type components shall not be removed from the Property by Seller and are included in the sale. Also, the paving stones located in the stairs/steps and in any sloped areas shall not be removed from the Property by Seller and are included in the sale.

EXHIBIT C
WAIVER OF RELOCATION BENEFITS FORM

WAIVER OF RELOCATION BENEFITS

THIS WAIVER OF RELOCATION BENEFITS AGREEMENT (“Agreement”), dated this 12th day of August, 2016, 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 (“Authority”) and Becky Lynn Austing, a single person, hereinafter referred to as the (“Owner”).

I. RECITALS

- 1.01 Authority means 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 owns property in Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Property Tax Identification Numbers: 20-17750-06-030; 20-17750-06-050; and 20-39900-00-061.
- 1.03 Owner has requested Authority to purchase certain real estate owned by Owner which is located in Inver Grove Heights, Dakota County, Minnesota identified as Dakota County Property Tax Identification Numbers: 20-17750-06-030; 20-17750-06-050; and 20-39900-00-061 which property is legally described on the attached Exhibit A (“Subject Property”).
- 1.04 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 Authority indicating intent to acquire the Subject Property, Owner requested that Authority 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 Authority in this matter.
- 1.05 Authority 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 Services: Provide comparable properties for possible replacement sites, 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**)

1.06 Owner specifically represents and agrees that she 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 Authority, 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 **\$235,000** paid by Authority 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 to 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 \$235,000.

- 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, chapters 548 or 677; or Laws 1973, chapters 196, 761, or 764; or Laws 1974, chapter 485; or Minnesota Statutes chapters 462, 458, or 458c.
- 2.03 Authority and Owner agree that the purchase agreement requiring this Agreement is a voluntary sale by Owner. Authority represented that Authority would not acquire the Subject Property in the event that negotiations between Authority and Owner had failed to result in an amicable purchase agreement. Owner has requested that the Subject Property be acquired by the Authority and such request preceded any negotiations by the Authority to acquire the Subject Property. The Owner clearly showed an intent to sell the Subject Property on the public market prior to any discussions, inquiries or negotiations by the Authority.

If the purchase agreement requiring this Agreement is not completed, the Authority 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 Authority and the Owner acknowledge that the Authority has acquired other property in the general geographic area as the Subject Property. The Authority has not set a specific time limit to acquire the Subject Property or other properties in the general geographic area nor has the Authority determined whether to acquire such properties.

The Owner and Authority 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 Authority and Owner agree that this is a voluntary sale, state and federal law permit the Authority to request this waiver of relocation benefits Agreement from the Owner. Prior to and as a condition of closing, the Owner was required to sign this waiver of relocation benefits Agreement. The Authority 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 contained 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:

INVER GROVE HEIGHTS ECONOMIC
DEVELOPMENT AUTHORITY

Becky Lynn Austing

By: _____
Rosemary Piekarski Krech, President

By: _____
Tom Link, Executive Director

By: _____
Timothy J. Kuntz,
Attorney for the City of Inver Grove Heights
Economic Development Authority

CERTIFICATION OF WITNESS

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

I, Steven Carlson, being duly sworn, hereby confirm the following:

1. My business address is 4131 Old Sibley Memorial Highway, Suite #201, Eagan, MN 55122
2. I witnessed the execution of the foregoing agreement by the Owner.
3. I was not personally involved in the acquisition of the Subject Property by the City of Inver Grove Heights Economic Development Authority from the Owner.
4. I did explain, on behalf of the Authority, the contents of the foregoing Waiver of Relocation Benefits to the Owner. The explanation was conducted in an understandable manner. The Owner appeared to understand the terms and conditions of the foregoing agreement.
5. No express or implied threats of taking the Subject Property by eminent domain were made by the Authority or its representatives to the Owner. Nor, to my knowledge, did the Authority make any other threats or its representative throughout the entire process of acquiring the property that were intended to induce the Owner to waive their relocation assistance or benefits.
6. To the best of my information and belief, the Owner entered into said agreement voluntarily.

Witness

Subscribed and sworn to before me
this ____ day of August, 2016.

Notary Public

EXHIBIT A TO WAIVER OF RELOCATION BENEFITS
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described as follows:

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.

Parcel ID No. 20-17750-06-030

AND

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.

Parcel ID No. 20-17750-06-050

AND

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.

Parcel ID No. 20-39900-00-061

EXHIBIT D

LEAD PAINT DISCLOSURE FORM

M.S.B.A. Real Property Form No. 11 (1996; 2008)
 Lead Paint Addendum for Housing Constructed Before 1978

Page 1 of 2

LEAD PAINT ADDENDUM FOR HOUSING CONSTRUCTED BEFORE 1978

© Copyright 2008 Minnesota State Bar Association, Minneapolis, Minnesota. (Use only with "Minnesota Standard Residential Purchase Agreement," Minnesota State Bar Association 2008.)

1 This addendum is a continuation of the Purchase Agreement dated _____ by and
 2 between _____, as Sellers, and
 3 City of Inver Grove Heights Economic Development Authority _____, as Buyers,
 4 for property located at or described as _____
 5 _____
 6 _____

LEAD WARNING STATEMENT

9 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that
 10 such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
 11 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced
 12 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.
 13 The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint
 14 hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint
 15 hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD PAINT INSPECTION CONTINGENCY

19 Buyer shall have 10 days from the signing of this Agreement to conduct a risk assessment or inspection for the presence of lead-
 20 based paint and lead-based paint hazards and to give seller the inspection or risk assessment report and a list of repairs required
 21 by buyer to correct problems set out in the report. (Intact lead-based paint that is in good condition is not necessarily a hazard.
 22 See EPA pamphlet Protect Your Family From Lead in Your Home for more information.)

24 If the report discloses problems seller shall have seven (7) days after receipt of the report and list to elect in writing whether to
 25 correct the problems prior to closing.

27 If seller elects to make the corrections, seller shall provide buyer prior to closing with certification from a risk assessor or inspection
 28 demonstrating that the problems have been corrected.

30 If seller does not elect to make the corrections, buyer shall have three (3) days to elect to take the property in its "as is" condition as
 31 to problems set out in the report, or this purchase agreement is void.

33 Buyer may waive in writing the rights contained in this contingency at any time.

Seller's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

(i) lead-based paint or lead-based paint hazards are present in the housing (explain):

(ii) Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to seller (check (i) or (ii) below):

(i) Seller has provided buyer with all records and reports in seller's possession or reasonably obtainable
 by seller pertaining to lead-based paint and lead-based paint hazards in the housing (list documents
 below).

(ii) Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the
 housing.

Buyer's Acknowledgment (initial)

(c) _____ Buyer has received copies of all information listed at (b)(i) above.

(d) _____ Buyer has received the pamphlet, Protect Your Family from Lead in Your Home, an EPA publication
 available at www.epa.gov/lead/pubs/leadpdf.pdf.

(e) _____ Buyer has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk
 assessment or inspection for the presence of lead-based paint and lead-based paint hazards;
 or,

(ii) _____ waives the opportunity to conduct a risk assessment or inspection for the presence of lead-
 based paint and lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed seller of seller's obligations under 42 U.S.C. 4852d and is aware of agent's responsibility to
 ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have
 provided is true and accurate.

Seller _____ date _____ Purchaser _____ date _____

Seller _____ date _____ Purchaser _____ date _____

Listing broker / agent _____ date _____ Selling broker / agent _____ date _____

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: June 16, 2016

CASE NO: 16-26X

HEARING DATE: June 21, 2016

APPLICANT: City of Inver Grove Heights



PROPERTY OWNER: Becky Austing

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

LOCATION: 6900 and 6910 Dixie Avenue

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

Becky Austing, owner of 6900 and 6910 Dixie Avenue, approached the City and expressed an interest in selling her single-family residential property. The Inver Grove Heights Economic Development Authority (EDA) will be considering the acquisition on July 11. The Planning Commission is to consider making a recommendation on the consistency of the acquisitions 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 that 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 light industrial or residential. Light industrial is defined as “light manufacturing, goods movement and wholesale trade.” The residential concept could include a mixture of single-family, townhomes, and market rate rental apartments.

The acquisition of this property, from a willing seller, would be consistent with the Comprehensive Plan. The properties lie in one of the areas selected by the City for redevelopment efforts. If acquired, the EDA would remove the structures and, at some future undefined time, sell the properties for redevelopment as light industrial or residential. The acquisition would eventually lead to redevelopment, as stated in the Concord Boulevard Neighborhood Plan and Design Guidelines. The acquisitions 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 properties by the Inver Grove Heights EDA is in compliance with the Comprehensive Plan.
- B. **Denial**. If the Planning Commission does not find the proposed acquisitions consistent with the Comprehensive Plan, it should recommend denial with findings provided to support that denial.

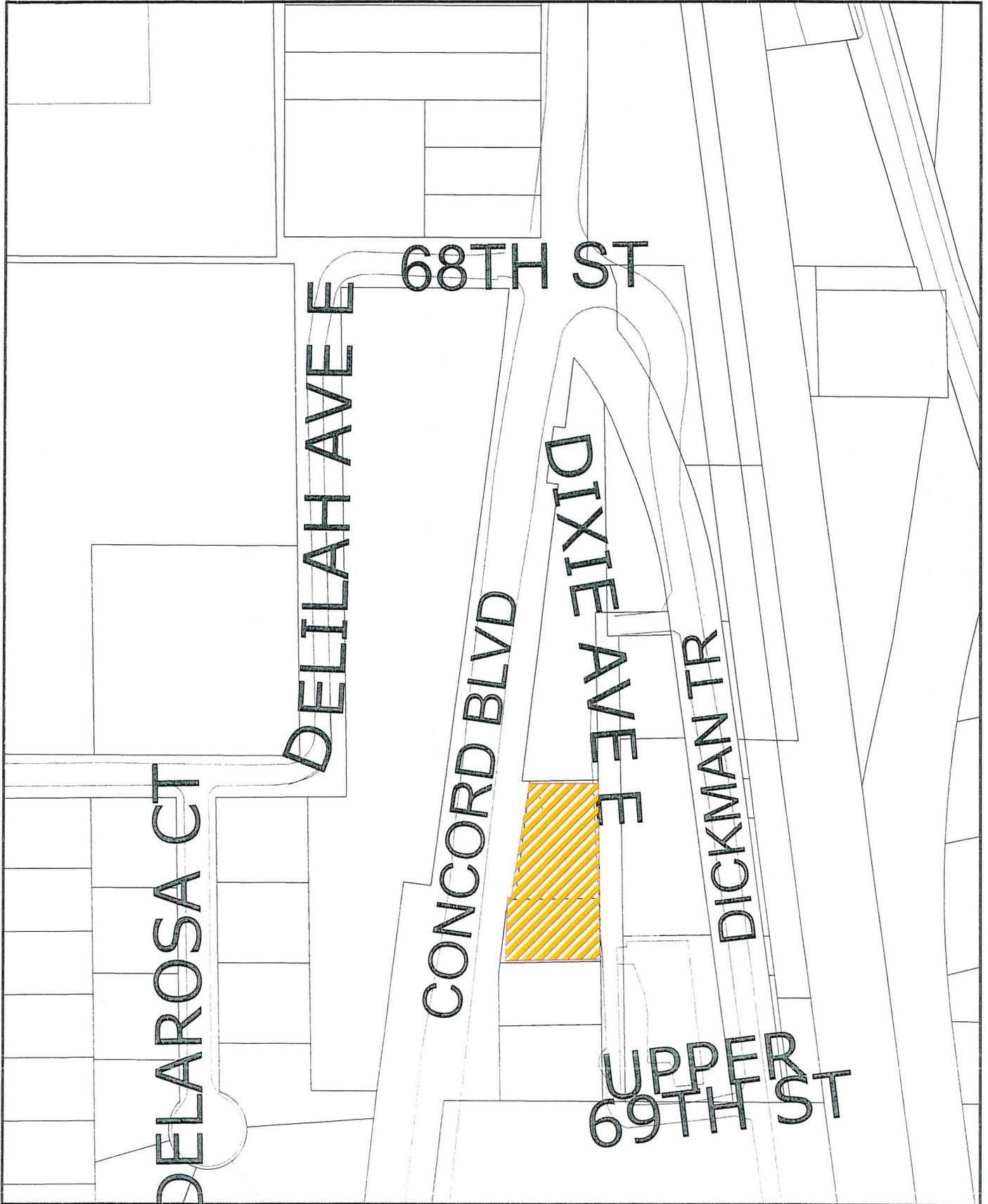
RECOMMENDATION

Staff recommends approval of the request to find the acquisition of the property at 6900 and 6910 Dixie Avenue consistent with the Inver Grove Heights Comprehensive Plan.

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

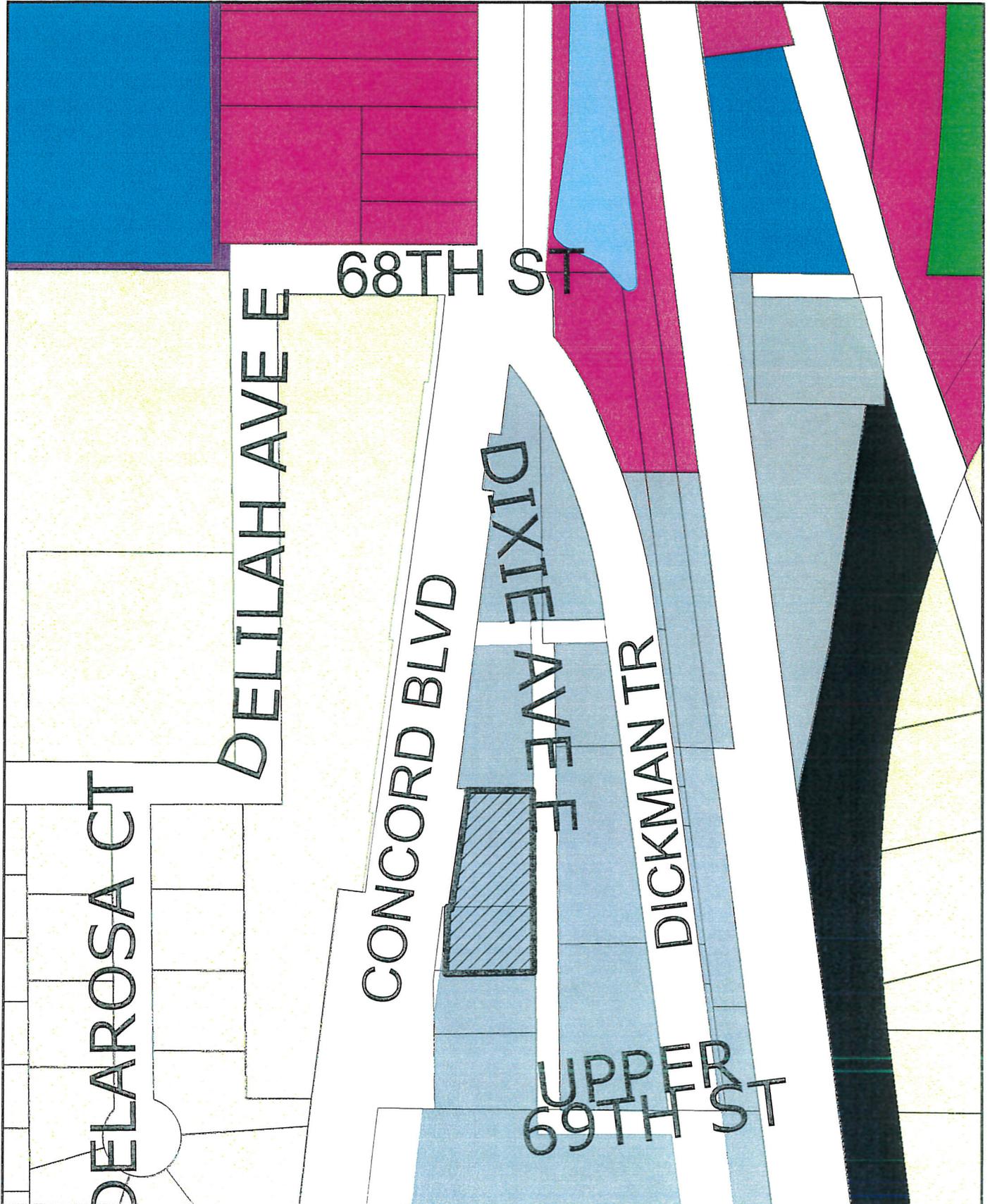


LOCATION MAP AUSTING PARCELS





COMPREHENSIVE PLAN MAP AUSTING PARCELS



2. Land Use

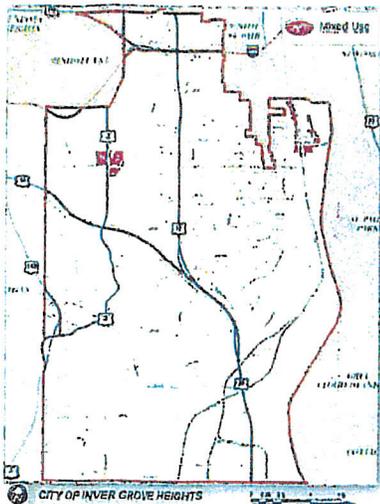


Figure 2.6: Mixed Uses

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

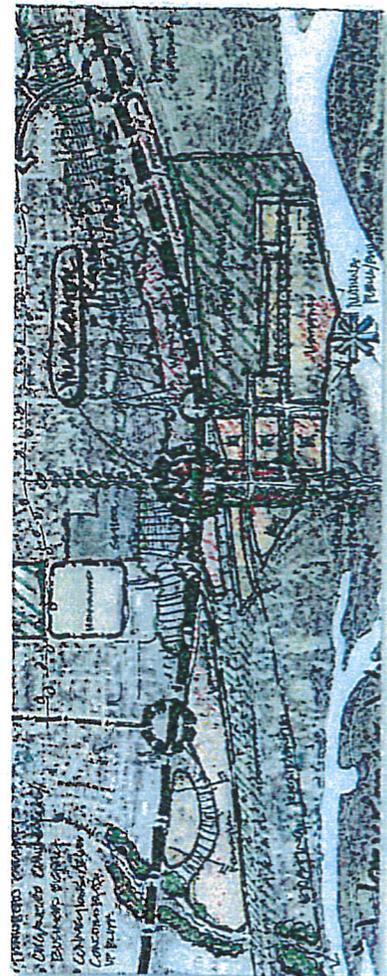
2. Land Use

- 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.

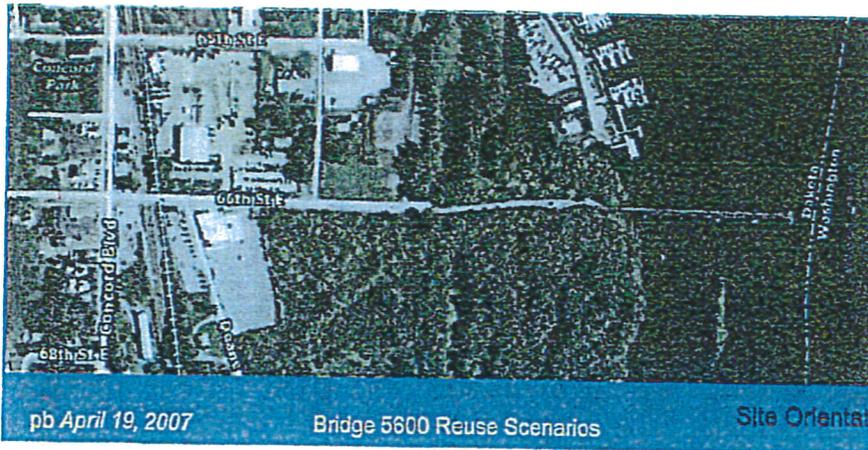
Industrial Office Park (IOP)

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

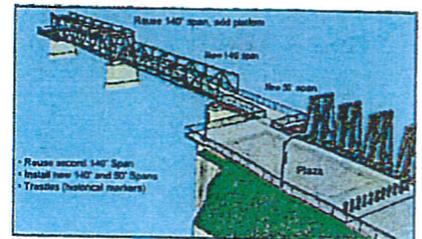
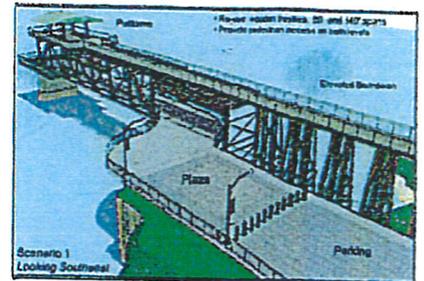
9. Critical Area Plan



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.

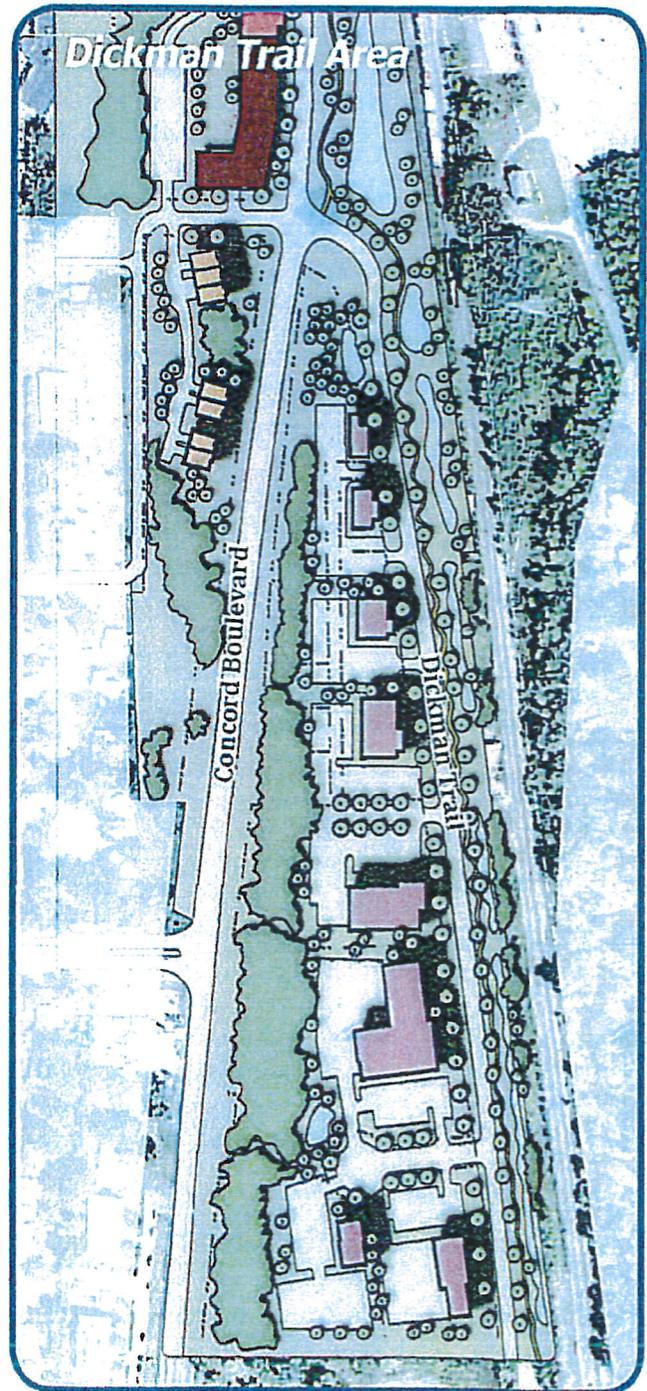
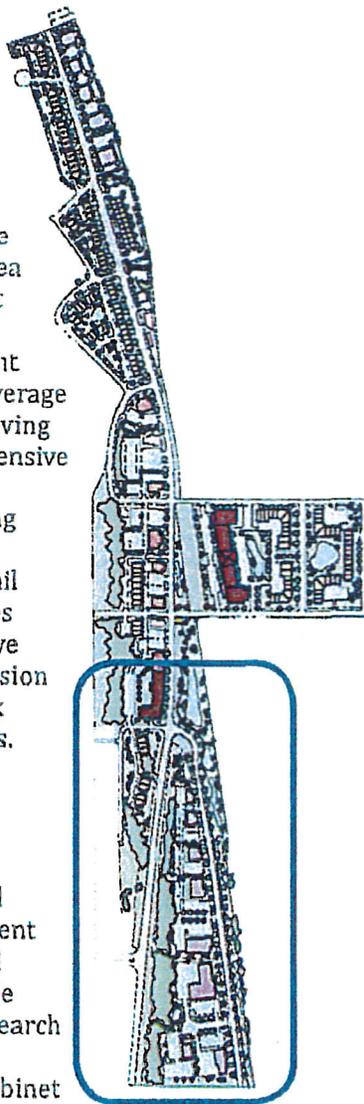
PREFERRED MASTER PLAN

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.

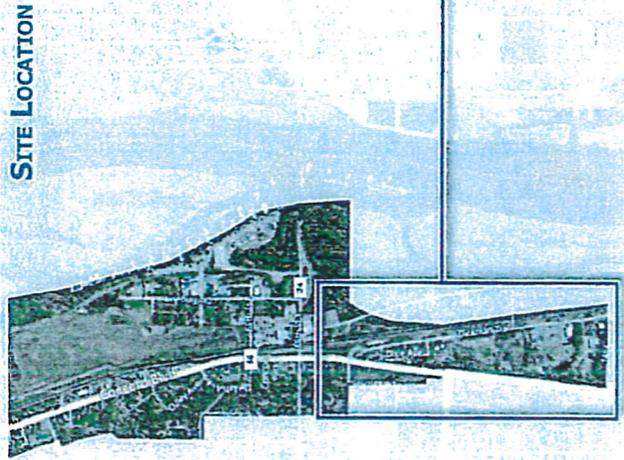
PROJECT #6 LIVE/WORK ON CONCORD

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.

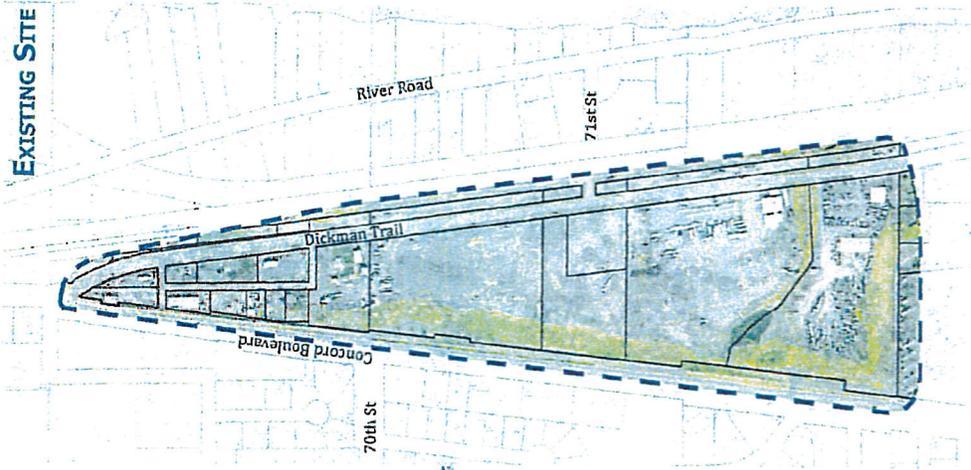
PROJECT #7 NORTH CONCORD COMMERCIAL

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.

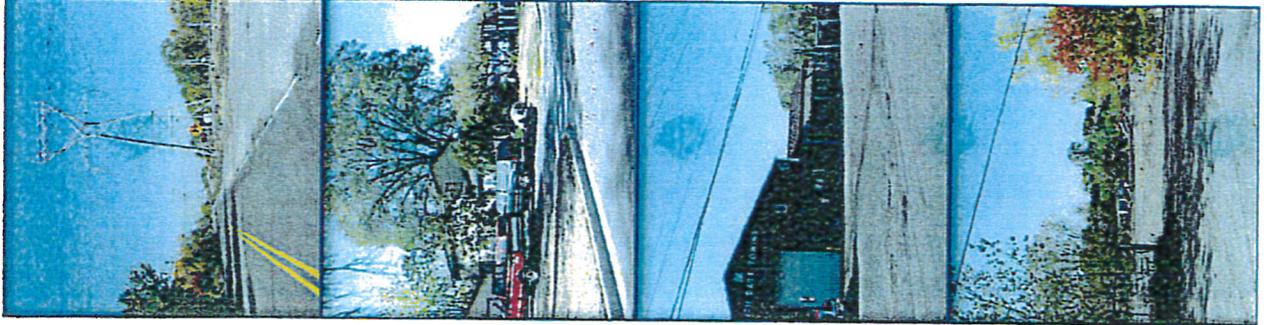
**CONCORD BOULEVARD NEIGHBORHOOD
CATALYST SITE: DICKMAN TRAIL - INDUSTRY**



SITE LOCATION



EXISTING SITE



EXISTING CONDITIONS

PROJECT SUMMARY - NORTH	
Site Area	14.75 ac. - 9.1 ac Buildable
Intended Use	Office Flex / Light Industrial
SF	90,000 SF
Density	.24 Floor to Area Ratio (of buildable)

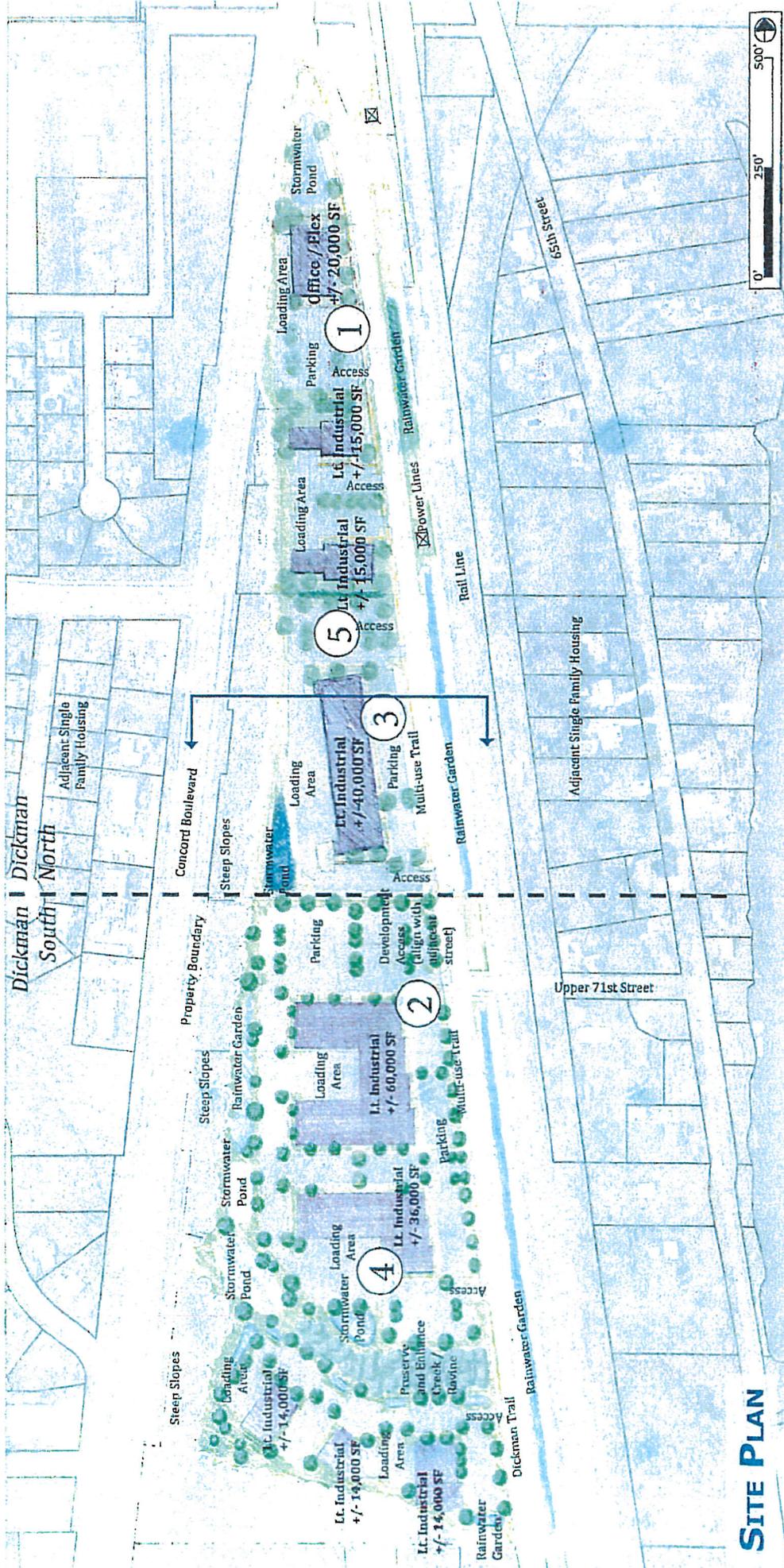
PROJECT SUMMARY - SOUTH	
Site Area	25.6 ac. - 15.5 ac Buildable
Intended Use	Office Flex / Light Industrial
SF	138,000 SF
Density	.20 Floor to Area Ratio (of buildable)

Dickman Industrial Park (South)

- Multi-Tenant Light Industrial (60,000 Sq. Ft.)
- Multi-Tenant Light Industrial (36,000 Sq. Ft.)
- (3) 1 acre Light Industrial Sites (+/- 14,000 Sq. Ft. for each site)

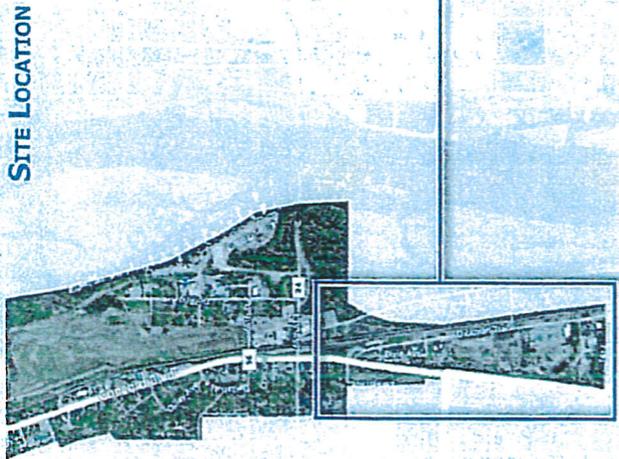
Dickman Industrial Park (North)

- 2 story Office / Flex (20,000 Sq. Ft.)
- (2) 1 Acre Light Industrial Sites (+/- 30,000 Sq. Ft.)
- Multi-Tenant Light Industrial (40,000 Sq. Ft.)

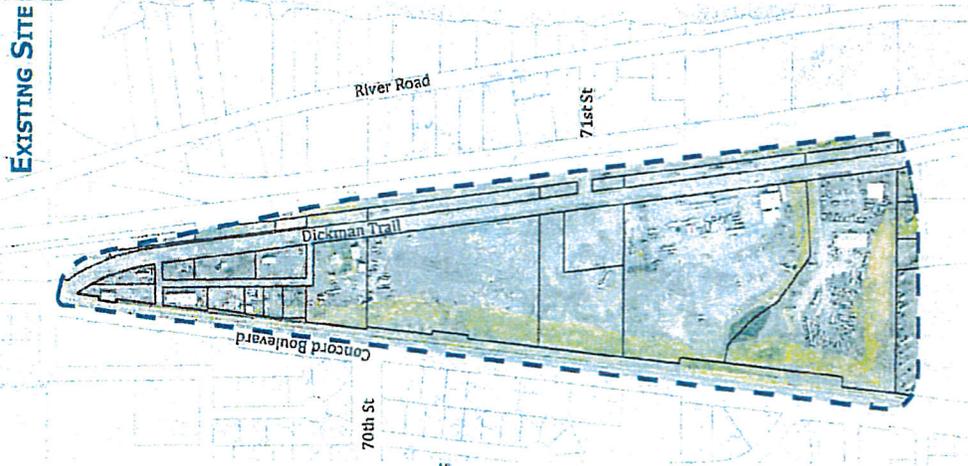


SITE PLAN

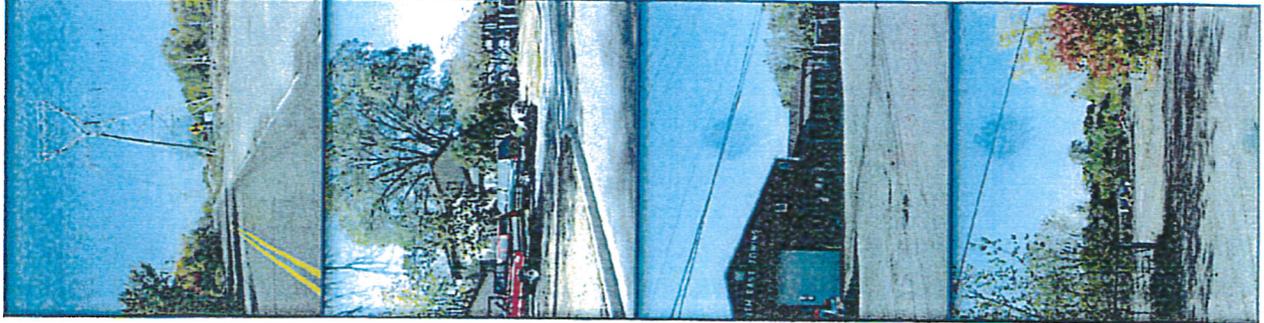
CONCORD BOULEVARD NEIGHBORHOOD
CATALYST SITE: DICKMAN TRAIL - RESIDENTIAL



SITE LOCATION



EXISTING SITE



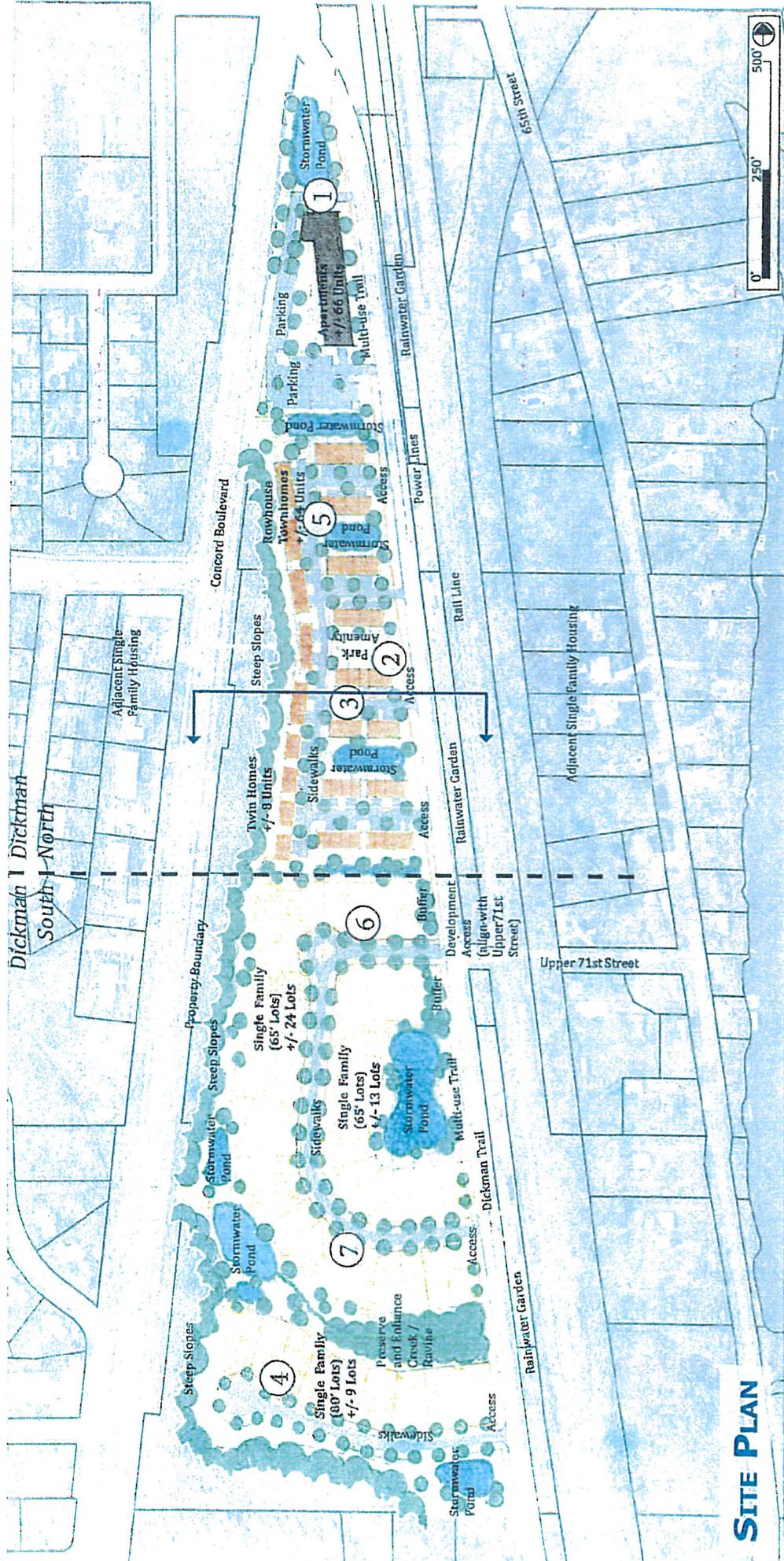
EXISTING CONDITIONS

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)

Dickman Residential (South)
 - +/- 9 Single Family Lots at 80' width
 - +/- 37 Single Family Lots at 65' width

Dickman Residential (North)
 - 3 story Market Rate Rental Apartments (66 Units)
 - Underground Parking
 - Owner Occupied Townhomes (72 Units)



SITE PLAN

Mr. Carlson replied they were moving the entire system back further than its current location and would be replacing it with new netting.

Opening of Public Hearing

There was no public testimony.

Commissioner Scales closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Niemioja, second by Commissioner Therrien, to approve the request for a variance from the maximum fence height to allow a netting system around the driving range, for the property located at 1850 – 70th Street.

Motion carried (8/0). This item goes to the City Council on June 27, 2016.

OTHER BUSINESS

Recommendation on Consistency with the Comprehensive Plan for Potential Property Acquisition

Tom Link, Community Development Director, advised that the owner of 6900 and 6910 Dixie Avenue approached the City and expressed an interest in selling her two properties to the City. The Inver Grove Heights Economic Development Authority will tentatively consider the request on July 11 and the Planning Commission is being asked to make a recommendation on the consistency of the acquisitions with the comprehensive plan. The comprehensive plan discusses the importance of economic development and talks specifically about the City's interest in redevelopment of the Concord Neighborhood. The Austing properties are part of one of the identified redevelopment areas. The City has already acquired two properties in this neighborhood, if the Austing acquisition is approved it would be the third, and they are in negotiations with a fourth property owner. If acquired, the EDA would remove the structures and, at some future time, consolidate the properties into a larger parcel and sell it for redevelopment. Currently they are in the acquisition phase, with redevelopment anticipated to occur in 2-3 years. Staff recommends approval of the request to find the acquisition of the property consistent with the City's comprehensive plan.

Commissioner Scales asked which other properties the City owned in the neighborhood.

Mr. Link displayed a map showing where the other City-owned properties were located. He advised there were initially six property owners; the City acquired two of them, this would be the third, they are negotiating with a fourth, and there are two more remaining.

Commissioner Simon asked if people lived in the buildings on the two lots south of the subject properties.

Mr. Link replied in the affirmative, stating they were both residential rental properties. He advised that at some point the City's plan would be to acquire those.

Commissioner Weber asked if the rail line ran through most of the properties east of Dickman Trail.

Mr. Link replied that the rail line runs parallel to Dickman Trail, resulting in thin parcels between Dickman Trail and the railway and that the parcels are used occasionally for the stockpiling of materials.

Motion by Commissioner Simon, second by Commissioner Weber, to recommend approval of the request to find the acquisition of the property at 6900 and 6910 Dixie Avenue consistent with the Inver Grove Heights Comprehensive Plan.

Motion carried (8/0). This item is tentatively scheduled to go to the EDA on July 11, 2016.

The meeting was adjourned by unanimous vote at 7:30 p.m.

Respectfully submitted,

Kim Fox
Recording Secretary

DRAFT