



**INVER GROVE HEIGHTS
ECONOMIC DEVELOPMENT AUTHORITY AGENDA
SPECIAL MEETING
MONDAY, JANUARY 13, 2014
CITY HALL COUNCIL CHAMBERS
(Immediately following regular City Council meeting)**

1. CALL TO ORDER

2. ROLL CALL

3. REGULAR AGENDA

A. Consider Joint Powers Agreement with Dakota County CDA Open to Business Program _____

B. Consider Calling a Public Hearing to Create Economic Development District No. 5 _____

4. ADJOURN _____

MEMO
CITY OF INVER GROVE HEIGHTS

TO: Inver Grove Heights Economic Development Authority

FROM: Thomas J. Link, Director of Community Development 

DATE: January 7, 2014 for EDA Meeting of January 13, 2014

SUBJECT: Joint Powers Agreement with Dakota County CDA – Open to Business Program

PURPOSE/ACTION REQUESTED

Inver Grove Heights Economic Development Authority (EDA) is to consider approving the Joint Powers Agreement between the Dakota County Community Development Agency (CDA) and the City of Inver Grove Heights Regarding the Open to Business Program.

ANALYSIS

The attached Joint Powers Agreement renews Inver Grove Heights' participation in the Open to Business program for 2014. The program is offered by the Metropolitan Consortium of Community Developers (MCCD) through the Dakota County CDA. The program provides free technical assistance to existing and startup businesses. That technical assistance can pertain to various issues, including business plan development, feasibility analysis, marketing, operational analysis, and regulatory assistance. The Open to Business Program also provides financial assistance in the form of small business loans. The MCCD received a grant from the Minnesota Department of Employment and Economic Development (DEED) which has allowed it to add a part-time person to the program who is focusing on financial assistance.

The only changes to last year's agreement are the addition of Mendota Heights, changing 2013 dates to 2014 dates, and a few modifications to reflect that the program was implemented in 2013. The cost of the program in Inver Grove Heights is \$12,500. However, the Dakota County CDA pays one half of these costs. The City's share is \$6,250, slightly less than the 2014 budget.

Also attached is the Third Quarter Open to Business Report. The program has not been used as extensively in Inver Grove Heights as in other cities. The City and Progress Plus are making a renewed effort to advertise the program through newsletters, websites, and staff. Advertisements will also be placed on the electronic billboard on Highway 52/55.

RECOMMENDATION

Staff recommends approval of the Joint Powers Agreement between the Dakota County Community Development Agency (CDA) and the City of Inver Grove Heights Regarding the Open to Business Program.

Enc: Joint Powers Agreement
Quarterly Report

cc: Jennifer Gale, Progress Plus

JOINT POWERS AGREEMENT

Open to Business Program

THIS JOINT POWERS AGREEMENT (this “**Agreement**”), is made as of January 1, 2014, by and between the DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY (the “**CDA**”), a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “**State**”), and each of the CITY OF BURNSVILLE, CITY OF LAKEVILLE, CITY OF MENDOTA HEIGHTS, INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, APPLE VALLEY ECONOMIC DEVELOPMENT AUTHORITY, EAGAN ECONOMIC DEVELOPMENT AUTHORITY, HASTINGS ECONOMIC DEVELOPMENT AND REDEVELOPMENT AUTHORITY, ROSEMOUNT PORT AUTHORITY, FARMINGTON ECONOMIC DEVELOPMENT AUTHORITY, SOUTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY AND WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY, MINNESOTA (each individually a “**Local Government Entity**” and together the “**Local Government Entities**”), each a political subdivision of the State.

RECITALS:

A. In order to pursue common goals of fostering economic development, the CDA and the Local Government Entity Cities desire to engage the Metropolitan Consortium of Community Developers, a Minnesota non-profit corporation (“**MCCD**”) to undertake the “Open To Business Program” (the “**Program**”) within Dakota County (the “**County**”).

B. Pursuant to the Program, MCCD will provide technical assistance and access to capital to small business and potential entrepreneurs in the County.

C. The CDA and the Local Government Entities propose to jointly exercise their common economic development powers to undertake the Program.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the CDA and each of the Local Government Entities, each party does hereby represent, covenant and agree with the others as follows:

Section 1. **Representations.** Each of the Local Government Entities and the CDA makes the following representations as to itself as the basis for the undertaking on its part herein contained:

(a) It is a political subdivision of the State of Minnesota with the power to enter into this Agreement and carry out its obligations hereunder.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which it is now a party or by which it is bound, or constitutes an event of default under any of the foregoing.

Section 2. **Powers to be Exercised.** The powers to be jointly exercised pursuant to this Agreement are the powers of the CDA and the Local Government Entities under Minnesota Statutes, Chapter 469, to undertake activities to promote economic development within their respective jurisdictions.

Section 3. **Method for Exercising Common Powers; Funds.** The CDA, on its own behalf and on behalf of the Local Government Entities, will initially enter into an agreement with MCCD in substantially the form attached hereto as Exhibit A (the “**Agreement**”) to engage MCCD to operate the Program within Dakota County. The CDA and each of the Local Government Entities will make payments to MCCD as described in Exhibit A of the Agreement.

The CDA may from time to time execute and deliver documents amending, modifying or extending the Agreement as it deems necessary or convenient, provided, that no such document will adversely affect services provided to, or amounts payable by, any Local Government Entity without the prior written consent of such Local Government Entity.

Section 4. **Limited Liability.** Neither the CDA nor the any of the Local Government Entities shall be liable for the acts or omissions of the other in connection with the activities to be undertaken pursuant to this Agreement. To the extent permitted by law, (a) the CDA hereby indemnifies the Local Government Entities for costs associated with claims made against the Local Government Entities directly relating to actions taken by the CDA, and (b) each Local Government Entity hereby indemnifies the CDA for costs associated with claims made against the CDA directly relating to actions taken by such Local Government Entity. Nothing herein shall be deemed a waiver by the indemnifying party of the limits on liability set forth in Minnesota Statutes, Chapter 466; and the indemnifying party shall not be required to pay, on behalf of the indemnified party, any amounts in excess of the limits on liability set forth in Minnesota Statutes, Section 466.04, less any amounts the indemnifying party is required to pay on behalf of itself, its officers, agents and employees for claims arising out of the same occurrence.

Section 5. **Conflict of Interests; Representatives Not Individually Liable.** The CDA and each of the Local Government Entities, to the best of its knowledge, represents and agrees that no member, official or employee of their respective bodies shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the CDA or any Local Government Entity shall be personally liable with respect to any default or breach by any of them or for any amount which may become due to the other party or successor or on any obligations under the terms of this Agreement.

Section 6. **Term; Distribution of Property.** The term of this Agreement shall expire on December 31, 2014. There is no property which will be acquired by the CDA or any Local Government Entity pursuant to the Program which would need to be distributed at the end of the term hereof.

Section 7. **Notices and Demands.** A notice, demand or other communication under this Agreement by any party to another shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested or delivered personally to the person and at the addresses identified on each signature page hereto, or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the CDA and the Local Government Entities have caused this Agreement to be duly executed in their respective names and behalf as of the date first above written, with actual execution on the dates set forth below.

DAKOTA COUNTY COMMUNITY
DEVELOPMENT AGENCY

Dated: _____

By _____
Its Executive Director

Notice Address:

Dakota County Community Development Agency
1228 Town Centre Drive
Eagan, MN 55123
Attn: Andrea Brennan, Director of Community and Economic Development

INVER GROVE HEIGHTS ECONOMIC
DEVELOPMENT AUTHORITY

Dated: _____

By _____
Its President

By _____
Its Executive Director

Notice Address:

8150 Barbara Avenue
Inver Grove Heights, MN 55077

Attn: _____

Exhibit A

Contract for Services for the Open To Business Program

**Contract for Services
for the
Open to Business Program**

THIS AGREEMENT is dated January 12, 2014 and is between the **Dakota County Community Development Agency** (“CDA”) and **Metropolitan Consortium of Community Developers**, a Minnesota nonprofit corporation (“MCCD”).

WHEREAS, the CDA, on behalf of itself and the ten political subdivisions of the State of Minnesota listed on Exhibit A hereto (the “**Local Government Entities**”), which each have powers with respect to a city with a population over 10,000 (collectively the “**Municipalities**”), wishes to engage MCCD to render services under a model known as “**Open to Business**,” an initiative providing small business technical assistance services to existing businesses and residents and other parties interested in opening a business within Dakota County (the “**County**”) (the “**Initiative**”); and

WHEREAS, MCCD has successfully provided the services required to administer and carry out the Initiative in Dakota County in 2013; and

WHEREAS, pursuant to CDA Resolution No. 13-5290, adopted on October 17, 2013 (the “**Resolution**”), the CDA is authorized to enter into this agreement with MCCD for the Initiative; and

WHEREAS, pursuant to the Resolution and certain joint powers agreements to be entered into between the CDA and the Local Government Entities (the “**Joint Powers Agreements**”), the CDA will act as fiscal agent for the Local Government Entities in connection with this Agreement; and

WHEREAS, the CDA will pay from its own funds 50% of the fee charged by MCCD for the Initiative in the Municipalities and 100% of the fee charged by MCCD for the Initiative in the small cities and townships within the County with populations of less than 10,000 people (“**Small Cities and Townships**”), as further described herein and in Exhibit A; and

WHEREAS, pursuant to the Joint Powers Agreements, the Local Government Entities will be required to pay a Participation Fee to the CDA in accordance with the schedule in Exhibit A, representing the remaining 50% of the fee charged by MCCD for the Initiative in the Municipalities.

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

TIME OF PERFORMANCE

The term of this Agreement and the period during which MCCD will provide services hereunder will commence upon execution and delivery of this Agreement and will end on December 31, 2014, subject to earlier termination as provided herein. MCCD will perform services necessary to carry out the Initiative as promptly as possible, and with the fullest due diligence.

COMPENSATION

Subject to reduction as provided below, the CDA will compensate MCCD for its services hereunder an amount equal to One Hundred Thirty-Five Thousand Dollars (\$135,000) ("Contract Amount"). The CDA will pay such amount in two equal installments, the first no earlier than January 30, 2014 and the second no earlier than June 30, 2014, upon receipt of invoices from MCCD. Subject to the limits above, payments will be due within 15 days of receipt of the respective invoices. The portion of the Contract Amount payable from Participation Fees will be payable by the CDA only from and to the extent such Participation Fees are paid by the respective Local Government Entities.

In the event a Local Government Entity does not pay to the CDA its Participation Fee in amounts and by the deadline described in Exhibit A, the CDA will notify MCCD, and MCCD will immediately cease the Initiative in that Municipality. Upon such termination, the Contract Amount will be reduced by an amount equal to the Participation Fee which such Local Government Entity did not pay and the amount the CDA would have paid as a matching payment.

SCOPE OF SERVICES

MCCD will provide technical assistance to existing businesses, residents and those parties interested in starting a business in any of the Municipalities and Small Cities and Townships as further described on Exhibit B and Exhibit C attached hereto, which sets forth the Dakota Open to Business Program Scope of Services.

REPORTING

MCCD will submit quarterly reports to the CDA in form and substance acceptable to the CDA. Reports will provide information in the aggregate for the County and will include a subreport for each Municipality and each of the Small Cities and Townships. Reports will include the following information:

- Number of inquiries
- Hours of technical assistance provided
- Type of assistance provided
- Type of business
- Annual sales revenue
- Number of businesses opened

- Number of business expanded/stabilized
- Number and amounts of financing packages
- Demographic information on entrepreneurs
- Business address or resident address
- Number and wage of FTEs created
- Number and wage of FTEs retained

The required reporting schedule is as follows:

1st quarter January – March, report due April 30th

2nd quarter April – June, report due July 31st

3rd quarter July – September, report due October 31st

4th quarter October – December, report due January 31st of 2014

In addition to the foregoing, MCCD will provide additional reports as reasonably requested by the CDA.

PERSONNEL

MCCD represents that it has, or will employ or contract for, at its own expense, all personnel required to perform the services necessary to carry out the Initiative. Such personnel will not be employees of, or have any contractual relationship with, the County, the CDA or any of the Local Government Entities. No tenure or any other rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation pay, severance pay, or any other benefits available to the County's, the CDA's or any of the Local Government Entities' employees shall accrue to MCCD or employees of MCCD performing services under this agreement. The MCCD is an independent contractor.

All of the services required to carry out the Initiative will be performed by MCCD and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work.

USE OF CDA OFFICE SPACE

The CDA will make available a cubicle space for MCCD personnel at the CDA office building for use by MCCD in carrying out the Initiative. MCCD personnel will have access to the CDA's meeting rooms, wireless internet service, copy machines and printers. MCCD personnel shall comply with all CDA office rules and policies regarding the use of CDA office space, equipment and internet access. If the CDA, in its sole discretion, determines that MCCD Personnel have failed to comply with CDA office rules and policies, MCCD Personnel will be required to vacate the CDA office and the CDA will cease to provide MCCD office space to carry out the Initiative.

INTEREST OF MEMBERS OF THE CDA AND OTHERS

No officer, member, or employee of the CDA and no member of its governing body, and no other public official or governing body of any locality in which the Initiative is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Initiative, will participate in the decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement.

ASSIGNABILITY

MCCD will not assign any interest in this Agreement, and will not transfer any interest in the same without the prior written approval of the CDA.

COMPLIANCE WITH LOCAL LAWS

MCCD agrees to comply with all federal laws, statutes and applicable regulations of the State of Minnesota and the ordinances of the Local Government Entities.

INSURANCE

MCCD agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

	<u>Limits</u>
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000
2. Workers' Compensation and Employer's Liability:	
Workers' Compensation	Statutory
In the event that MCCD should hire employees or subcontract this work, MCCD shall obtain the required insurance.	
Employer's Liability. Bodily injury by:	
Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

INDEMNIFICATION

MCCD agrees to defend, indemnify, and hold harmless the County, the CDA, the Local Government Entities, and each of their respective officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of MCCD, its subcontractors, anyone directly or indirectly employed by MCCD or any of its subcontractors, and/or anyone for whose acts and/or omissions MCCD may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of MCCD to perform any obligation under this Agreement.

NOTICES

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, or delivered personally; and

- (a) In the case of MCCD, is addressed or delivered personally to:

Metropolitan Consortium of Community Developers
3137 Chicago Avenue South
Minneapolis, MN 55407

- (b) In the case of the CDA is addressed or delivered personally to:

Andrea Brennan, Director of Community and Economic Development
Dakota County Community Development Agency
1228 Town Centre Dr.
Eagan, MN 55123

or at such other address with respect to any party as that party may designate in writing and forward to the other as provide in the Section.

MODIFICATION

This Agreement may not be modified, changed, or amended in any manner whatsoever without the prior written approval of all the parties hereto.

NON-DISCRIMINATION

In connection with its activities under this Agreement, MCCD will not violate any Federal or State laws against discrimination.

DEFAULT AND CANCELLATION

Failure of the MCCD to perform any of its obligations under this Agreement to the satisfaction of the CDA will constitute a default hereunder.

Unless MCCD's default is cured within 15 days following notice by the CDA, the CDA

may (i) cancel this Agreement in its entirety by 5 additional days' written notice to MCCD, or (ii) withhold payment from MCCD as long as such default continues.

MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

**DAKOTA COUNTY COMMUNITY
DEVELOPMENT AGENCY**

By: _____

Executive Director

Date: _____

MCCD

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

Exhibit A
Local Government Entity Participation Fee Schedule

Municipality	Local Government Entity	Total Fee	CDA Share of Fee	Local Government Entity Participation Fee Due 1/30/13
Eagan	Eagan Economic Development Authority	\$15,000	\$7,500	\$7,500
Burnsville	City of Burnsville	\$15,000	\$7,500	\$7,500
Lakeville	City of Lakeville	\$15,000	\$7,500	\$7,500
Apple Valley	Apple Valley Economic Development Authority	\$15,000	\$7,500	\$7,500
Inver Grove Heights	Inver Grove Heights Economic Development Authority	\$12,500	\$6,250	\$6,250
Hastings	Hastings Economic Development and Redevelopment Authority	\$10,000	\$5,000	\$5,000
Rosemount	Rosemount Port Authority	\$10,000	\$5,000	\$5,000
Farmington	Farmington Economic Development Authority	\$10,000	\$5,000	\$5,000
South St. Paul	South St. Paul Housing and Redevelopment Authority	\$10,000	\$5,000	\$5,000
West St. Paul	West St. Paul Economic Development Authority	\$10,000	\$5,000	\$5,000
Mendota Heights	City of Mendota Heights	\$5,000	\$2,500	\$2,500
Small Cities and Townships	n/a	\$7,500	\$7,500	\$0
Total		\$135,000	\$71,250	\$63,750

Exhibit B

Dakota Open to Business Program Scope of Services

Open to Business (“OTB”) Technical Assistance Services

MCCD will provide intensive one-on-one technical assistance to Municipalities’ and Small Cities’ and Townships’ businesses, residents and aspiring entrepreneurs intending to establish, purchase, or improve a business in Municipalities and Small Cities and Townships within Dakota County (the “County”). MCCD will dedicate one full time staff person based in the County to provide the Technical Assistance Services (“Dakota OTB Staff”). In addition, MCCD will make available the expertise of all MCCD technical and support staff in the delivery of services to Dakota Open to Business Program. Technical assistance includes, but is not limited to, the following:

- Business plan development
- Feasibility analysis
- Marketing
- Cash flow and other financial projection development
- Operational analysis
- City and State licensing and regulatory assistance
- Loan packaging, and other assistance in obtaining financing
- Help in obtaining competent legal advice

MCCD Dakota OTB Staff will be available to meet clients at the CDA office building, various Municipality city halls or at the client’s place of business. MCCD Dakota OTB Staff will provide technical assistance on a walk-in basis monthly in each Municipality, if requested. MCCD will also hold two-hour “Test Drive Your Business Idea” sessions once a month in various Municipality locations.

Open to Business Access to Capital

Access to capital will be provided to qualifying businesses through MCCD’s Emerging Small Business Loan Program (see **Exhibit C** Small Business Loan Program Guidelines below). MCCD also provides it’s financing in partnership with other community lenders, banks or Local Government Entities interested in making capital available to residents and/or businesses in their community.

EXHIBIT C

Small Business Loan Program Guidelines

Loan Amounts:

- Up to \$25,000 for start-up businesses
- Larger financing packages for established businesses
- Designed to leverage other financing programs as well as private financing provided by the commercial banking community.

Eligible Projects:

- Borrowers must be a “for-profit” business.
- Business must be complimentary to existing business community.
- Borrowers must have equity injection as determined by fund management.

Allowable Use of Proceeds:

- Loan proceeds can be used for working capital, inventory, building and equipment and general business operations.

Interest Rates:

- Loan interest rate is dependent on use, term and other factors, not to exceed 10%.

Loan Term Length:

- Loan repayment terms will generally range from three to five years, but may be substantially longer for major asset financing such as commercial property.

Fees and Charges:

- Borrowers are responsible for paying all customary legal and other loan closing costs.



Clients Served:

New/Existing Entrepreneurs	124
Existing Business (Of those clients served)	30

Inquiries:

	232
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(Inquiries are contacts by entrepreneurs requesting information who have not yet scheduled an appointment)

Industry Segment:

Retail	33
Service	86
Food	35
Manufacturing	1
Technology	1
Real Estate/Related Trades	3

Financing:

Provided:

Number	3
Amount	\$165,000

Microgrants:

Number	2
Amount	\$2,000

Requests/In Process:

Number	1
Total Request	\$553,800
MCCD Portion	\$30,000

Facilitated Loans:

Number	2
Amount	\$50,000-100,000

Hours of Direct Service:

1 st Quarter-	790.25
2 nd Quarter-	587
3 rd Quarter-	384.25

Total Contract- 1761.50

Office Hours/Events/Marketing:

1 st Quarter-	567
2 nd Quarter-	219
3 rd Quarter-	258

Total Contract- 1044.00

Client City:

Apple Valley	6
Burnsville	14
Eagan	15
Farmington	8
Hastings	9
Inver Grove Hts	3
Lakeville	10
Rosemount	8
S. St. Paul	5
W. St. Paul	2
Other Municipalities	2
Other Dakota County	42

(Residents from other Counties who want to open a business in Dakota County)

Referral Source:

CDA Staff	9
City Staff	101
Internet	3
Chamber	5
Other (Banks, Schools, Etc.)	62

**MEMO
CITY OF INVER GROVE HEIGHTS**

TO: Inver Grove Heights Economic Development Authority
FROM: Thomas J. Link, Director of Community Development 
DATE: January 7, 2014 for Special EDA Meeting of January 13, 2014
SUBJECT: Creation of Economic Development District No. 5

PURPOSE/ACTION REQUESTED

The Inver Grove Heights Economic Development Authority (EDA) is to 1) consider adopting a 'Resolution Calling for a Public Hearing to Consider Creation of Economic Development District No. 5', as enclosed, and 2) provide direction on the boundaries of the district.

BACKGROUND

As the EDA is aware, the owners of 6836 Dickman and 6845 Dixie, the Fredericks, expressed an interest in selling their property to the EDA. 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, remove the buildings and, at some future 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 Fredericks have now completed negotiations and the Fredericks have signed a purchase agreement.

ANALYSIS

Minnesota Statutes requires that a property must be in an economic development district before an EDA can acquire it. The EDA could consider establishing the requisite development district at its next regular meeting on February 10. Minnesota Statutes also requires that the EDA conduct a public hearing when considering an economic development district.

The EDA must also identify the boundaries of the development district. The EDA has two options, as shown on the attached maps. Option 1 would establish the boundaries as only the Frederick property while Option 2 would be the entire redevelopment area, which would include six other property owners. The advantages of defining the development district as the larger redevelopment site are that it would 1) clearly identify the EDA's intent to seek the redevelopment of the area, 2) be consistent with the Concord Boulevard Neighborhood Plan, and 3) avoid the expense and time of establishing a separate development for each subsequent acquisition. The disadvantage of identifying the development district as the larger redevelopment area is that property owners feel threatened when a development district includes their property and mistakenly believe that the EDA may take their property by eminent domain. The draft resolution and notice reflect Option 2 but would be modified if the EDA selects Option 1.

CONCLUSION

The Inver Grove Heights Economic Development Authority (EDA) is to 1) consider adopting a 'Resolution Calling for a Public Hearing to Consider Creation of Economic Development District No. 5', as enclosed, and 2) provide direction on the boundaries of the district.

Enc: Resolution Calling for a Public Hearing to Consider Creation of Economic Development District No. 5
Notice of Public Hearing
Map of Economic Development District Boundaries – Option 1
Map of Economic District Boundaries – Option 2

CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. _____

**RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER CREATION OF
ECONOMIC DEVELOPMENT DISTRICT NO. 5**

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 469.101 to 469.108 (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 desires to consider whether to establish Economic Development District No. 5 (the "District") in order to carry out foster the development of those areas pursuant to the EDA Act.

1.04. Minnesota Statute § 469.101 requires that the District may not be created until the Authority holds a public hearing on the matter preceded by published notice of the hearing in a daily newspaper of general circulation in the City at least ten days before the hearing.

Section 2. Consideration of District / Hearing Date.

2.01. The Authority shall hold a public hearing on Monday, February 10, 2014 at 5:00 p.m. to consider whether to create the District.

2.02. The tax parcel identification numbers and legal descriptions of the proposed District are described in Exhibit A hereto, which is incorporated by reference.

2.03. The Executive Director shall cause notice of the hearing to be published at least ten days before the hearing in a daily newspaper of general circulation in the City. Further, the Executive Director shall mail notice of the hearing to the owners of the property proposed to be included in the District; for the purpose of giving mailed notice, owners are those shown as owners on the tax records of the county.

Approved by the Board of Commissioners of the City of Inver Grove Heights Economic Development Authority this 13th day of January, 2014.

Ayes:
Nayes:

George Tourville, President

Attest:

Tom Link, Executive Director

EXHIBIT A

TAX IDENTIFICATION NUMBERS AND LEGAL DESCRIPTIONS OF
ECONOMIC DEVELOPMENT DISTRICT NO. 5

-
- 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.

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- C. Parcel ID No. 20-39900-00-081 & Parcel ID No. 20-39900-00-331 & Parcel ID No. 20-39900-00-290 & Parcel ID No. 20-00200-57-095 & Parcel ID No. 20-00200-57-098 (Aaron M. Frederick) / 6836 Dickman Trail and 6845 Dixie Avenue East, Inver Grove Heights:

Lots 7, 8, 27 and 28, O. M. Johnson's Addition to the Village of Inver Grove, Dakota County, according to the plat thereof, now on file and of record in the office of the County Recorder within and for said County and State. AND, that portion of Lot 6 south of new Dixie Avenue East, and all of Lot 29 save that a permanent easement in favor of Lot 30 to permit access shall be established on the northern half of Lot 29, and that portion of a forty (40) foot strip of land in the Southeast Quarter of the Southwest Quarter of Section Two (2), Township Twenty-seven (27), Range Twenty-two (22) lying on the westerly side of and adjoining the right of way of the Chicago Great Western Railway Company which lies adjacent to and east of Lots 27, 28, and 29, with the same easement in favor of Lot 30.

And,

Lots 30, 31, 32, 33, O. M. Johnson's Addition to the Village of Inver Grove, Dakota County, according to the plat thereof, now on file and of record in the office of the County Recorder, within and for said County and State. In addition, that portion of a forty (40) foot strip of land in the Southeast Quarter of the Southwest Quarter of Section Two (2), Township Twenty-seven (27), Range Twenty-two (22) lying on the westerly side of and adjoining the right of way of the Chicago Great Western Railway Company which lies adjacent to and east of lots 30, 31, 32, and 33 O. M. Johnson's Addition to the Village of Inver Grove, Dakota County.

That part of Government Lot 5 in Section 2, Township 27 North, Range 22 West of the Fourth Principal Meridian, bounded as follows: On the North by the Easterly extension of the South line of Lot 34 of O. M. Johnson's Addition to the Village of Inver Grove; on the South by the Easterly extension of the South line of Lot 27 in said Addition; on the West by a line parallel with and distant 50 feet Westerly, measured at right angles, from the center line of the main track of the Minnesota and Northwestern Railroad Company (later the Chicago Great Western Railway Company, now the Union Pacific Railroad Company), as said main track was originally located; and on the East by a line parallel with and distant 15 feet Westerly, measured at right angles, from the center line of the passing track of the Chicago and North Western Railway Company as now located.

D. 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.

E. 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.

F. 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.

G. Parcel ID No. 20-17750-06-071 (William M. McPhillips & Kathleen M. McPhillips) / 6940 Dixie Avenue East, Inver Grove Heights:

Lots Six (6) and Seven (7) in Block Six (6) of Cleveland Park, according to the recorded plat thereof on file and of record in the office of the Register of Deeds, Dakota County, Minnesota.

H. Parcel ID No. 20-17750-06-090 (William M. McPhillips & Kathleen M. McPhillips) / 6950 Dixie Avenue East, Inver Grove Heights:

Lots Eight (8) and Nine (9), Block Six (6), Cleveland Park, Dakota County, Minnesota, together with that part of Grover Avenue adjacent thereto, which accrued thereto, by reason of the vacation thereof, according to the plat thereof now on file and of record in the Office of the County Recorder within and for said County and State.

I. Parcel ID No. 20-00200-56-070 (William M. McPhillips & Kathleen M. McPhillips) / 6971 Dickman Trail East, Inver Grove Heights:

The South 250 feet of that part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) and of Government Lot Five (5), lying Westerly of the center line of the Chicago, Rock Island and Pacific Railway Company and Easterly of the center line of State Trunk Highway No. 56, all in Section Two (2), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota. Subject to easements for railroads and highways, according to the Government Survey thereof.

J. Parcel ID No. 20-01100-27-012 (River Country Cooperative):

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.

K. 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.

L. 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.

M. 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.

N. 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.

NOTICE OF PUBLIC HEARING

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

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the City of Inver Grove Heights Economic Development Authority, Dakota County, State of Minnesota (the "EDA"), will hold a public hearing on **Monday, February 10, 2014**, at approximately 5:00 p.m. at Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota, relating to the establishment of Economic Development District No. 5 under Minnesota Statutes, Section 469.101, subdivision 1.

Economic Development District No. 5 consists of the tax parcel identification numbers and legal descriptions described in Exhibit A hereto, which is incorporated by reference. In general, the parcels proposed to be included in Economic Development District No. 5 abut Dixie Avenue East or Dickman Trail East or lie between the railroad and Dickman Trail East.

The purpose of Economic Development District No. 5 is to authorize the EDA to acquire (through negotiation) parcels within the district for future economic development purposes, including without limitation, resale to private parties for redevelopment.

All interested persons may appear at the hearing and present their views orally or prior to the meeting in writing.

If you have questions, please contact Thomas J. Link, EDA Executive Director, at 651-450-2546 or tlink@invergroveheights.org. Written comments may be sent to Thomas J. Link, EDA Executive Director at 8150 Barbara Avenue, Inver Grove Heights, Minnesota, 55077.

BY ORDER OF THE BOARD OF COMMISSIONERS OF
THE CITY OF INVER GROVE HEIGHTS
ECONOMIC DEVELOPMENT AUTHORITY

Dated: January 13, 2014.

/s/ _____
Thomas J. Link, Executive Director

EXHIBIT A

TAX IDENTIFICATION NUMBERS AND LEGAL DESCRIPTIONS OF
ECONOMIC DEVELOPMENT DISTRICT NO. 5

- 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. 20-39900-00-081 & Parcel ID No. 20-39900-00-331 & Parcel ID No. 20-39900-00-290 & Parcel ID No. 20-00200-57-095 & Parcel ID No. 20-00200-57-098 (Aaron M. Frederick) / 6836 Dickman Trail and 6845 Dixie Avenue East, Inver Grove Heights:

Lots 7, 8, 27 and 28, O. M. Johnson's Addition to the Village of Inver Grove, Dakota County, according to the plat thereof, now on file and of record in the office of the County Recorder within and for said County and State. AND, that portion of Lot 6 south of new Dixie Avenue East, and all of Lot 29 save that a permanent easement in favor of Lot 30 to permit access shall be established on the northern half of Lot 29, and that portion of a forty (40) foot strip of land in the Southeast Quarter of the Southwest Quarter of Section Two (2), Township Twenty-seven (27), Range Twenty-two (22) lying on the westerly side of and adjoining the right of way of the Chicago Great Western Railway Company which lies adjacent to and east of Lots 27, 28, and 29, with the same easement in favor of Lot 30.

And,

Lots 30, 31, 32, 33, O. M. Johnson's Addition to the Village of Inver Grove, Dakota County, according to the plat thereof, now on file and of record in the office of the County Recorder, within and for said County and State. In addition, that portion of a forty (40) foot strip of land in the Southeast Quarter of the Southwest Quarter of Section Two (2), Township Twenty-seven (27), Range Twenty-two (22) lying on the westerly side of and adjoining the right of way of the Chicago Great Western Railway Company which lies adjacent to and east of lots 30, 31, 32, and 33 O. M. Johnson's Addition to the Village of Inver Grove, Dakota County.

That part of Government Lot 5 in Section 2, Township 27 North, Range 22 West of the Fourth Principal Meridian, bounded as follows: On the North by the Easterly extension of the South line of Lot 34 of O. M. Johnson's Addition to the Village of Inver Grove; on the South by the Easterly extension of the South line of Lot 27 in said Addition; on the West by a line parallel with and distant 50 feet Westerly, measured at right angles, from the center line of the main track of the Minnesota and Northwestern Railroad Company (later the Chicago Great Western Railway Company, now the Union Pacific Railroad Company), as said main track was originally located; and on the East by a line parallel with and distant 15 feet Westerly, measured at right angles, from the center line of the passing track of the Chicago and North Western Railway Company as now located.

D. 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.

E. 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.

F. 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.

G. Parcel ID No. 20-17750-06-071 (William M. McPhillips & Kathleen M. McPhillips) / 6940 Dixie Avenue East, Inver Grove Heights:

Lots Six (6) and Seven (7) in Block Six (6) of Cleveland Park, according to the recorded plat thereof on file and of record in the office of the Register of Deeds, Dakota County, Minnesota.

H. Parcel ID No. 20-17750-06-090 (William M. McPhillips & Kathleen M. McPhillips) / 6950 Dixie Avenue East, Inver Grove Heights:

Lots Eight (8) and Nine (9), Block Six (6), Cleveland Park, Dakota County, Minnesota, together with that part of Grover Avenue adjacent thereto, which accrued thereto, by reason of the vacation thereof, according to the plat thereof now on file and of record in the Office of the County Recorder within and for said County and State.

I. Parcel ID No. 20-00200-56-070 (William M. McPhillips & Kathleen M. McPhillips) / 6971 Dickman Trail East, Inver Grove Heights:

The South 250 feet of that part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) and of Government Lot Five (5), lying Westerly of the center line of the Chicago, Rock Island and Pacific Railway Company and Easterly of the center line of State Trunk Highway No. 56, all in Section Two (2), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota. Subject to easements for railroads and highways, according to the Government Survey thereof.

J. Parcel ID No. 20-01100-27-012 (River Country Cooperative):

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.

K. 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.

L. 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.

M. 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.

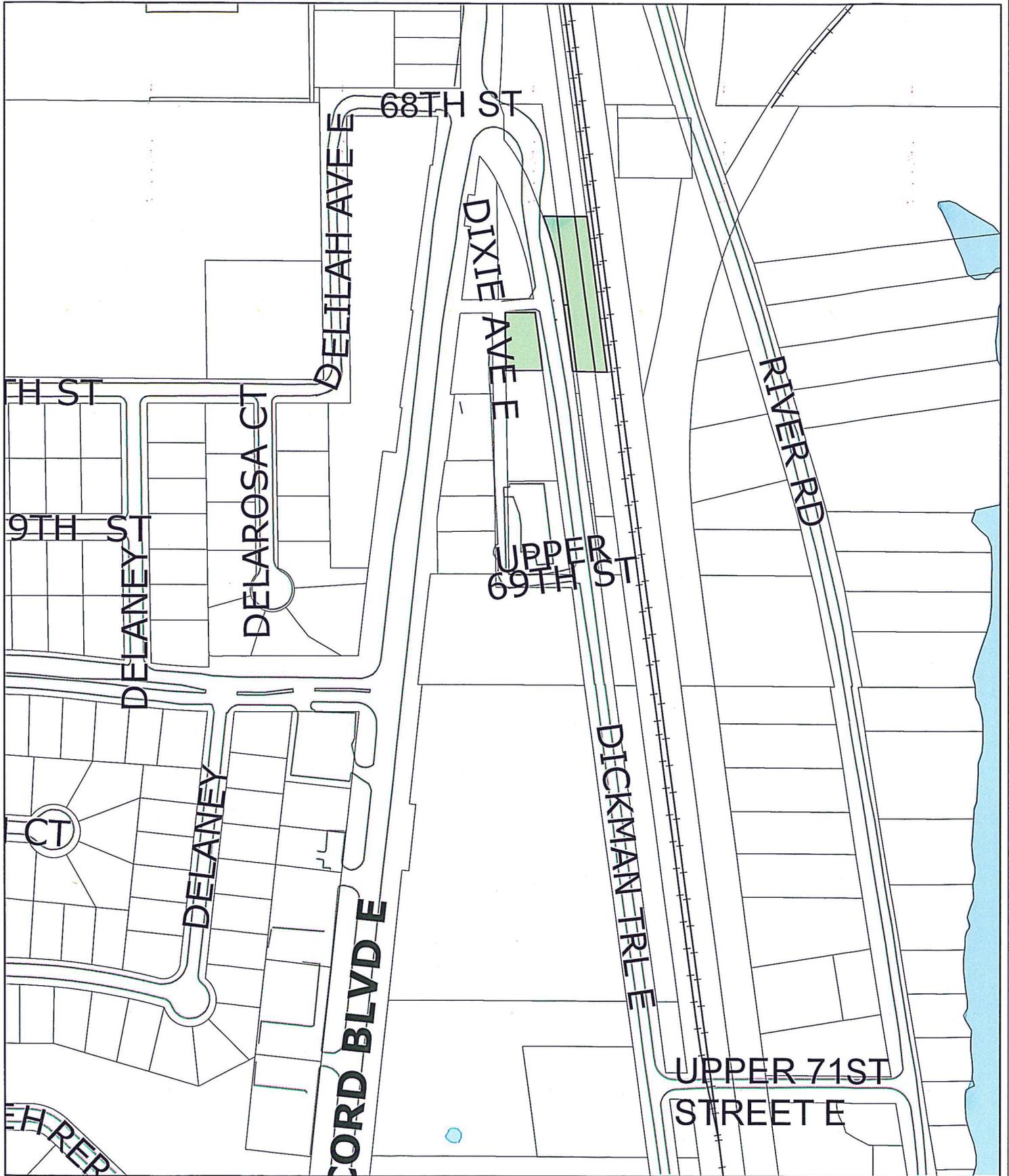
N. Parcel ID No. 20-00200-57-080 (Northern States Power):

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.



**ECONOMIC DEVELOPMENT
DISTRICT #5 BOUNDARIES
Option #1 - Frederick Parcels**





**ECONOMIC DEVELOPMENT
DISTRICT #5 BOUNDARIES
Option #2 - Redevelopment Area**

