



**INVER GROVE HEIGHTS  
ECONOMIC DEVELOPMENT AUTHORITY AGENDA  
MONDAY, FEBRUARY 10, 2014  
CITY HALL COUNCIL CHAMBERS  
5:00 P.M.**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. CONSENT AGENDA**

A. Minutes

1. Approve Minutes from the November 12, 2013 Regular Economic Development Authority Meeting \_\_\_\_\_
2. Approve Minutes from the January 13, 2014 Special Economic Development Authority Meeting \_\_\_\_\_

B. Claims \_\_\_\_\_

**4. PUBLIC HEARING**

A. Public Hearing Relating to the Creation of Economic Development District No. 5

1. Resolution Approving the Creation of Economic Development District No. 5 \_\_\_\_\_
2. Resolution Approving Purchase Agreement between the EDA and Aaron M. Frederick \_\_\_\_\_

**5. REGULAR AGENDA**

A. Approve 2014 EDA Work Plan \_\_\_\_\_

B. 2014 Progress Plus Work Plan \_\_\_\_\_

C. Progress Plus Update \_\_\_\_\_

D. Elect Officers \_\_\_\_\_

**6. NEXT MEETING – May 13, 2014**

**7. ADJOURN** \_\_\_\_\_

**INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY MEETING  
TUESDAY, NOVEMBER 12, 2013 – 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The Economic Development Authority (EDA) of Inver Grove Heights met on Tuesday, November 12, 2013, in the City Hall Council Chambers. President Tourville called the meeting to order at 6:00 p.m. Present were Economic Development Authority members Bartholomew, Madden, Mueller, and Piekarski Krech; Executive Director Link, City Attorney Kuntz, City Administrator Lynch, Finance Director Smith, and Secretary Fox.

**3. REGULAR AGENDA**

**A. Minutes:**

**Motion by Bartholomew, second by Madden, to approve the Minutes of the August 12, 2013 Regular Economic Development Authority meeting.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. Claims:**

Boardmember Bartholomew asked Mr. Link to research whether the originally discussed appraisal fee for the River Country Cooperative property was less than what was shown on the invoice.

Mr. Link agreed to do so.

Dian Piekarski, 7609 Babcock Trail, asked why there were two separate invoices from Peer Engineering for the same property for environmental investigation.

Boardmember Bartholomew advised that after further review he determined that the two Peer Engineering invoices were for the same property for two different periods of time.

**Motion by Bartholomew, second by Madden, to approve disbursements from August 12, 2013 to November 11, 2013.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**C. Progress Plus Update**

Jennifer Gale, Progress Plus, discussed the supplemental packet she distributed at the beginning of the meeting which summarized their last quarter activities. She advised that last month they attended the MNCAR expo at which they collected 110 unique business cards to enter into their database. Progress Plus is hosting a broker class on December 5 which will focus on green corridors and will account for 1.5 CE credits. Council is asked to attend the reception following the class. Ms. Gale advised that the owner of Old World Pizza is purchasing the Emma Krumbie's building. This move will result in additional employees and a larger space.

Boardmember Madden asked if Old World Pizza planned to vacate their existing location.

Ms. Gale replied in the affirmative. She added that the business owner is hoping to have his liquor license streamlined between the City and the State so the requirements and inspections are done concurrently.

Progress Plus has also been working closely with Dakota Electric and the broker of 9725 South Robert Trail to transition the medical building to a potential site for a data center. After having discussions with MAC and a telecommunications company, they believe that transition can be made. Progress Plus met with CHS real estate staff to discuss their future plans and are working with City staff to determine how the City's growth plan can accommodate the company's increasing needs. Progress Plus is working with Luther Nissan Kia to assist them in finding space within the City for temporary service bays during their planned expansion. They are also working with HJ Development to find an occupant for the Bank of the West building. Ms. Gale asked Boardmembers to help promote their small business makeover contest in which a package of up to \$20,000 in services will be awarded.

Boardmember Piekarski Krech advised she would have liked to hear about the contest sooner as the deadline was only a few days away.

Ms. Gale replied it has been heavily promoted in all their publications.

President Tourville suggested having two \$10,000 winners rather than one \$20,000 winner; one from South St. Paul and one from Inver Grove Heights.

Ms. Gale advised she would bring that suggestion back to the committee.

Boardmember Piekarski Krech questioned why the EDA had not been informed sooner of the Old World Pizza move, stating she heard about it first through the community.

President Tourville advised the owner had requested the information not be disclosed.

Mr. Lynch stated staff was asked to keep the information confidential.

Boardmember Madden stated the Council should be informed of such confidential matters so they can be better prepared.

Boardmember Piekarski Krech advised she would like to have more communication from staff about such situations as there may be actions Council could take to help keep companies in the community.

Ms. Gale stated Progress Plus meets monthly with city staff and would have no issue with staff sharing this information privately with the Council. She would not report such information at public meetings, however, to avoid confidentiality issues that could affect financing, etc. She advised that many such matters are discussed at Progress Plus board meetings; therefore there may be members of the community aware of such matters.

Boardmember Mueller asked who was working with CHS.

Mr. Link replied it was a joint effort between Progress Plus and the City.

President Tourville asked if Old World Pizza had pulled any permits for the new building.

Mr. Link replied not to date. He added that a certificate of occupancy would be required prior to opening.

Ms. Gale advised they are planning on starting construction the first of the year and opening in early February.

Ms. Piekarski asked if Progress Plus was aware of any potential franchise fees being attached to Dakota Electric bills and, if so, how that might impact future development.

Mr. Lynch replied that future franchise fees for Dakota Electric would be discussed with City Council after the first of the year.

Ms. Gale advised that any rate hike or additional fee makes it more difficult to attract businesses.

Ms. Piekarski stated she would be interested in receiving information regarding how franchise fees affected potential development in other communities. She assumed that high electric users would be more affected than those with lower usage, which did not seem fair.

Boardmember Bartholomew asked why Sportsman Guide dropped their membership, and noted that Union Pacific Railroad was a new member.

Ms. Gale replied that Sportsman Guide came under new management and did not have anyone interested in economic development at the time. She advised that Union Pacific plans to become very active.

#### **D. Concord Update**

Mr. Link advised that the Dakota County CDA continues to pursue acquisitions in the 6300 Block of Concord. They will be closing soon on the last house with Concord frontage. The CDA has received mixed response from the four remaining property owners on the back side of the block. The Dakota County Environmental Management Department completed their Phase I studies on two properties lying along the north side of 66<sup>th</sup> Street. The reports show no contamination, with the exception of past filling operations. These two studies were funded through an US EPA grant; the County will be pursuing additional grant monies. Staff continues to proceed with acquisitions and is working with three property owners in the Doffing Avenue area and two property owners along Dickman Trail.

Boardmember Mueller asked if cleanup costs would be reflected in the final purchase price of the properties.

Mr. Link replied in the affirmative.

Boardmember Mueller asked Mr. Link to comment on the property owners that declined a Phase I.

Mr. Link replied there were three or four property owners that declined a Phase I study. Staff may ask them again if additional grant monies are received.

Mr. Link added that staff continues to discuss redevelopment and acquisition strategies.

#### **E. Gun Club Update**

Mr. Link summarized recent activities on the Gun Club Site, stating that MNDOT completed their environmental investigation and subsequently received a No Further Action letter from MPCA. Staff and the City's environmental consultant, Landmark Environmental, submitted a Phase II work plan to MNDOT and MPCA and subsequently received approvals. Landmark is now starting the process of conducting the City's environmental investigation on the property. Results are anticipated to take 4-5 weeks. Both MNDOT and the City are doing appraisals of the property and they hope to begin negotiations in December.

Boardmember Mueller asked if there was a cap on what staff would spend before coming back to the EDA.

Mr. Link replied that the bylaws allow staff to spend no more than \$5,000 without prior authorization from the EDA. The appraisal work will cost less than that. He advised that in many cases it may be best to do the cleanup after having a developer so the EDA can pursue grant money. If the EDA does the cleanup before a developer is identified, the grant money is no longer available and the EDA must pay for it on its own. He advised there are several potential financial resources available, including DEED and Metropolitan Council.

Ms. Piekarski referred to the \$400,000 DEED grant, stating the EDA Board has not yet approved what they will use it for. She suggested it be discussed prior to their next meeting.

Mr. Link stated all grant applications require approval from either City Council or the EDA.

Mr. Lynch advised the City could make grant application up until June 29, 2014.

Mr. Lynch clarified that the City needs to make application and/or receive the funds by June 30, 2014; however, the funds do not necessarily have to be spent by then. He explained that the City has had an appraisal done on the property, as well as a Phase I, and now needs to complete the application, bring it for approval, and then send it to the State. The State would then review the application, request additional information if needed, and either approve or disapprove it.

Boardmember Piekarski Krech stated the whole process was puzzling, especially in regard to the criteria and what activities the grant could be spent on.

Mr. Lynch replied that the City is eligible to receive half of the \$875,000. The purchase price of the property in question will be discussed in executive session. Staff will provide the EDA with a blank copy of the application outlining the criteria.

Ms. Piekarski asked if Council had received a copy of the application.

Mr. Lynch replied they had not as staff had only recently received it.

Ms. Piekarski asked if Mr. Lynch could email the blank application to her.

Mr. Lynch replied in the affirmative, stating he would first provide Council with a copy.

#### **4. NEXT MEETING**

President Tourville advised that the next meeting was scheduled for February 10, 2014.

**5. ADJOURNMENT:** Motion by Piekarski Krech, second by Mueller, to adjourn. The meeting was adjourned by unanimous vote at 6:50 p.m.

**INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING  
MONDAY, JANUARY 13, 2014 – 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The Economic Development Authority (EDA) of Inver Grove Heights met on Monday, January 13, 2014, in the City Hall Council Chambers. President Tourville called the meeting to order at 7:43 p.m. Present were Economic Development Authority members Bartholomew, Madden, and Mueller; Executive Director Link, City Attorney Kuntz, and City Administrator Lynch

**3. REGULAR AGENDA**

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

Mr. Link advised that tonight's meeting was called because both items on the agenda are time sensitive. In this case the EDA is being asked to consider approving the Joint Powers Agreement with the Dakota County CDA to renew MCCD's Open to Business program for 2014. He advised that the only changes to last year's agreement were the addition of Mendota Heights, changing 2013 dates to 2014 dates, and modifications to reflect that the program was implemented in 2013. The cost of the program is \$12,500; however, the CDA covers half of those expenses so the city's share would be \$6,250. Staff recommends approval of the Joint Powers Agreement.

Boardmember Mueller asked if Boardmembers could receive a list specific to Inver Grove Heights of who applied for assistance and what action was taken.

Mr. Link replied that he could provide general information regarding the number of inquiries and types of businesses they met with; however, the names of the businesses were considered confidential.

Boardmember Mueller asked if there were any positive results from the meetings.

Mr. Link replied that in one instance MCCD met with an individual to discuss a startup business; however, the individual determined they were not prepared for it yet.

Boardmember Bartholomew asked for clarification of the numbers listed on the Open to Business Program Report in regard to the heading 'Client City'.

Mr. Link replied those were the number of business people MCCD consulted with in each city.

Boardmember Bartholomew noted there were only three listed for Inver Grove Heights, and asked if there was a plan in place to try to increase the utilization. He felt it was a good program and would like to see more individuals take advantage of it.

Mr. Link replied that an article regarding the program was printed in the most recent *Insights* newsletter, information will again be posted on the Highway 52 electronic billboard, and the City plans to reenergize the advertising through Progress Plus and the Chamber of Commerce. The City is meeting with the Open to Business program representatives and Progress Plus in February to discuss further ways of increasing those numbers.

President Tourville advised there may be more contacts than what was listed as there were a number of inquiries from individuals who mistakenly thought it was an opportunity for free money.

Mr. Link agreed to provide additional information regarding utilization, noting that the actual number of inquiries was more extensive than what was listed in the report as 'clients'.

Dian Piekarski, 7609 Babcock Trail, asked if there could be a formal action to request that future reports for all the cities include the number of inquiries, how many people were helped, was financial assistance

provided and, if so, what amount. She questioned whether perhaps the Open to Business contract could be handled in the future at a regularly scheduled meeting rather than calling a special meeting.

Mr. Link advised that a special meeting would likely be necessary every year since the contract comes in early December but is due in mid-January. The EDA meets quarterly in November and February.

**Motion by Bartholomew, second by Mueller, to approve the Joint Powers Agreement between the Dakota County Community Development Agency and the City of Inver Grove Heights regarding the Open to Business Program.**

**Ayes: 4**

**Nays: 0      Motion carried.**

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

Mr. Link advised that a property owner on Dixie Avenue and Dickman Trail, the Fredericks, contacted the City and expressed an interest in selling their property to the EDA. The property is located in one of the redevelopment sites that the City identified in the 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, and the EDA and the Fredericks have now completed negotiations and the Fredericks have signed a purchase agreement. Minnesota Statutes requires that before the EDA acquires a property it has to be in an economic development district. In order to establish an economic development district a public hearing must be held. The EDA is being asked tonight to call for a public hearing to be held on February 10 at which time the EDA could consider establishing the economic development district as well as the purchase agreement. The EDA is also being asked to identify the boundaries of the development district. Option 1 includes only the Frederick property, whereas Option 2 includes multiple property owners in the neighborhood.

Boardmember Mueller suggested tabling the request until Boardmember Piekarski Krech was present.

Boardmember Bartholomew agreed, stating he would like to get her thoughts as well in regard to the boundaries.

Boardmember Madden asked how tabling the request would affect the process.

Mr. Link replied that the impact would be to the seller, who has expressed some urgency in selling the property. If the request was tabled, they would have to schedule a special EDA meeting in late February as they would not have enough time to set the public hearing on February 10.

Boardmember Madden asked if they could change the development district boundaries at a later date if they were to approve Option 1 just to keep the acquisition moving forward.

Mr. Link replied they would be required to go through the process all over again.

President Tourville asked if affected property owners had been notified.

Mr. Link responded that the City has not notified anyone yet as the public hearing has not yet been set. Once the EDA schedules a public hearing the City will then send out notices to all properties within the economic development district.

**INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY MEETING – January 13, 2014**

Mr. Lynch clarified that the action item being considered tonight is to establish a date for a public hearing. The public hearing could take into consideration both district boundary options. All parties that could be impacted could be notified and the EDA could make a decision on February 10 as to whether the development district should include a single property or multiple properties.

President Tourville noted that Boardmember Piekarksi Krech would be at the public hearing and would have an opportunity to offer her input.

Boardmember Mueller stated he would be voting no since all Boardmembers were not present tonight.

Boardmember Madden noted that the action tonight would be just to call a public hearing.

Ms. Piekarski expressed concern that the people who could potentially be affected by the development district would only have a couple weeks to analyze for themselves whether Option 2 would be beneficial for them and she believed it required more than a two week notice for such a complicated issue. She stated it was her understanding that the purpose of adopting Option 2 would be to send the message that these properties are going to be developed in the future. Because of that she is concerned that the people in the development district would not be able to sell their property on their own to anyone but the City because of the designs on the property for a future plan, and she likened this to the 53<sup>rd</sup> Street neighborhood.

President Tourville advised that no one in the 53<sup>rd</sup> Street neighborhood was required to sell or leave their homes; they were simply given an offer by the City. Some decided to take the offer but others did not. He stated the public hearing would give neighbors a chance to voice their opinion and ask questions.

Ms. Piekarski asked if other property owners in the area expressed an interest in selling to the City.

President Tourville replied in the affirmative.

Ms. Piekarksi asked if the intent was to make a decision on Option 1, Option 2, or none at all the night of the public hearing.

President Tourville replied that it also could get tabled.

Ms. Piekarksi stated the EDA should take into consideration that when they acquire commercial properties to hold for development they are taking those properties off the tax rolls.

President Tourville asked if property acquired by the City would automatically go off the tax roll.

Mr. Lynch replied that it depended on the method and the agreement between the City and the property owner. He advised that many times they are taken off the tax rolls, but in other instances the City has allowed property owners to stay on their properties, in which case they continue to pay property taxes.

Ms. Piekarski asked if the zoning would be changed to coincide with the Concord Neighborhood Plan or the Comprehensive Plan once the property was acquired, and if zoning changes would occur in conjunction with the actions being sought tonight.

President Tourville replied that a zoning change would require a separate hearing as the public hearing being discussed tonight was only to discuss the establishment of an economic development district.

For clarification, Mr. Lynch advised that the residential properties between Dickman and Concord were legal non-conforming uses; the allowed use is industrial. In acquiring the residential homes the City would be removing the non-conforming legal uses. If in the future the EDA would decide to change the use to all residential they would have to go through the rezoning and comprehensive plan amendment process. If it were to remain commercial industrial no rezoning would be necessary as it was already an allowed use.

Ms. Piekarski asked if the property in question was designated for future residential.

Mr. Lynch replied that the EDA and the City Council have not yet determined the future use.

President Tourville stated that holding a public hearing would allow the EDA to make an educated decision, and that Boardmember Piekarski Krech would be able to participate in that discussion.

Boardmember Bartholomew clarified that the EDA's charge tonight was to call for a public hearing and also to have a discussion related to the district boundaries. He would like to have the opportunity to hear Boardmember Piekarski Krech's thoughts regarding the two options prior to scheduling a public hearing.

President Tourville stated that the only action being considered tonight was to set the public hearing; the size of the development district would be deferred to February 10.

Boardmember Mueller asked how long the EDA had been reestablished.

Mr. Link replied this was their third year. He noted that this process has been done four times before in which the EDA has acquired property, held a public hearing, and created an economic development district.

Boardmember Bartholomew asked who would be noticed if a public hearing was called.

Mr. Link replied that, based on tonight's discussion, all property owners in the redevelopment area would be notified, which would be 6-8 different property owners.

President Tourville stated that consideration of a public hearing for the larger development district area would allow more property owners to provide input.

Boardmember Bartholomew asked what would happen if the EDA could not agree on either one of the development district options.

Mr. Link responded that, at the public hearing, the EDA could create a smaller single property owner development district, create a larger development district incorporating multiple properties, or choose not to do anything. If the EDA took no action on the development district, the EDA would not have the authority to acquire the property or approve the purchase agreement.

Mr. Lynch clarified that the resolution can specify that all property owners proposed to be included in the larger District could receive individual notice of the public hearing, and a notice would also be published in the daily newspaper of general circulation.

President Tourville advised that if a Boardmember were to be absent at the public hearing he would have no issue with postponing a decision until all could be present.

**Motion by Tourville, second by Madden, to approve the Resolution Calling for a Public Hearing to Consider Creation of Economic Development District No. 5.**

Boardmember Mueller asked if he had a second to his previous motion to table the request until Boardmember Piekarski Krech could be present.

President Tourville replied it was his understanding that was a suggestion rather than a formal motion.

Boardmember Bartholomew asked for clarification that, at the public hearing, the EDA could choose to create a smaller district rather than the larger district.

Mr. Lynch replied in the affirmative.

**Ayes: 3**

**Nays: 1 - Mueller    Motion carried.**

**4. ADJOURNMENT:** Motion by Bartholomew, second by Madden, to adjourn. The meeting was adjourned by unanimous vote at 8:25 p.m.

DRAFT

3.B.

MEMO

CITY OF INVER GROVE HEIGHTS

**TO:** Inver Grove Heights Economic Development Authority (EDA)

**FROM:** Thomas J. Link, Director of Community Development 

**DATE:** January 30, 2014 for EDA Meeting of February 10, 2014

**SUBJECT:** Claims and Financial Report

Claims

The claims in the last three months relate primarily to recent EDA acquisitions. The following claims have been received and paid since October 23, 2013:

<u>Description</u>	<u>Date</u>	<u>Amount</u>
• LeVander Gillen & Miller (Amiri acquisition)	11/20/13	\$3,718.00
• LeVander Gillen & Miller (Frederick acquisition)	11/20/13	\$560.00
• River Heights Chamber of Commerce (City Administrator membership)	11/20/13	\$166.00
• River Heights Chamber of Commerce (Police Chief membership)	11/20/13	\$166.00
• Economic Development Association of Minnesota (EDAM) (Comm. Dev. Director membership)	12/4/13	\$245.00
• Economic Development Association of Minnesota (EDAM) (Winter Conference)	12/4/13	\$250.00
• Progress Plus (City membership)	12/11/13	\$12,500.00
• LeVander Gillen & Miller (Frederick acquisition)	12/18/13	\$348.00
• LeVander Gillen & Miller (Amiri acquisition)	12/18/13	\$2,565.90
• LeVander Gillen & Miller (Frederick acquisition)	12/18/13	\$2,501.50
• Peer Engineering Inc. (River Country Coop – Phase I)	12/18/13	\$1,700.00
• Ehlers & Associates (conference)	1/8/14	\$270.00
• Lloyds Construction Services (Premier Bank – demolition)	1/8/14	\$16,575.00
• LeVander Gillen & Miller (River Country Cooperative acquisition)	1/15/14	\$672.00
• LeVander Gillen & Miller (Frederick acquisition)	1/15/14	\$340.00
• LeVander Gillen & Miller (Frederick acquisition)	1/15/14	\$1,957.44
• LeVander Gillen & Miller (Amiri acquisition)	1/15/14	\$528.00

**TOTAL**

**\$45,062.84**

Financial Report

The attached shows the EDA expenditures through the fourth quarter of 2013.

Enc: Financial Report

cc: Kristi Smith, Finance Director

# City of Inver Grove Heights EDA Fund 290

## Budget vs Actual through 12/31/13

Account Description	2013 Amended Budget	12/31/13 Actual	Budget Remaining
Investment Earnings	-	1,348.75	(1,348.75)
Miscellaneous Revenue	-	-	-
Operating Transfers In	300.00	338,978.13	(338,678.13)
Contribution from Retained Earnings	55,200.00	-	55,200.00
<b>Total Revenue</b>	<b>55,500.00</b>	<b>340,326.88</b>	<b>(284,826.88)</b>
Personnel	14,500.00	15,444.80	(944.80)
Prof/Tech Services	14,500.00	90,550.44	(76,050.44)
Purchased Services	-	283.17	(283.17)
Other Purchased Services	26,300.00	39,432.00	(13,132.00)
Supplies	200.00	-	200.00
Land Purchase	-	319,258.10	(319,258.10)
<b>Total Expenditure</b>	<b>55,500.00</b>	<b>464,968.51</b>	<b>(409,468.51)</b>
<b>Fund 290 Surplus (Deficit)</b>	<b>-</b>	<b>(124,641.63)</b>	<b>(124,641.63)</b>
Claim on Cash		236,850.85	
Land Available for Sale		1,000,000.00	
Loan from Host Community Fund for Land Purchase		1,000,000.00	

MEMO

CITY OF INVER GROVE HEIGHTS

**TO:** Inver Grove Heights Economic Development Authority

**FROM:** Thomas J. Link, Director of Community Development 

**DATE:** January 28, 2014 for EDA Meeting of February 10, 2014

**SUBJECT:** Creation of Economic Development District No. 5 and Approval of Purchase Agreement Between the EDA and Aaron M. Frederick

**1. ACTION REQUESTED:** The Inver Grove Heights Economic Development Authority (EDA) is to consider adoption of 1) the Resolution Approving the Creation of Economic Development District No. 5 and 2) the Resolution Approving the Purchase Agreement Between the EDA and Aaron Frederick, as attached.

**2. BACKGROUND:** The owner of 6836 Dickman and 6845 Dixie, Aaron Frederick, expressed an interest in selling his property to the EDA. The purpose of the action 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 undetermined time, sell the property for redevelopment. The EDA performed its due diligence, including the preparation of an appraisal, a Phase I Environmental Assessment, and a Phase II Environmental Assessment. The EDA and the property owner have now completed negotiations and the property owner has signed a purchase agreement.

At a special meeting on January 13, the EDA adopted the 'Resolution Calling for a Public Hearing to Consider Creation of Economic Development District No. 5'. At that same meeting, the EDA considered identifying the boundaries of the development district but deferred the matter until the public hearing. Instead, the EDA directed staff to notify all property owners who could be within the development district. The public hearing notices were mailed to the property owners on January 27. The public hearing notices were published in the *Southwest Review* on January 26 and the *St. Paul Pioneer Press* on January 27, as required by Minnesota Statutes.

The Planning Commission considered the acquisition on January 21, as required by Minnesota Statutes. Frank Rauschnot testified at the Commission meeting, stating that the removal of the single-family residence would eliminate a land use that conflicts with existing industrial uses but requested that the matter be tabled so that he could pursue further discussions with the City regarding his property. The Planning Commission found that the acquisition of the Frederick property is consistent with the Comprehensive Plan on a vote of five ayes, one nay, and one abstention.

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

The EDA must identify the boundaries of the development district. The EDA has two options, as shown on the attached maps. Option 1/Frederick Property would establish the boundaries of only the Frederick property while Option 2/Multiple Properties would be the entire redevelopment area, which would include other property owners. The advantages of defining

the development district as the larger redevelopment site are that it would be consistent with the Concord Boulevard Neighborhood Plan and would 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. The two options are reflected in the two different resolutions. The EDA can choose either option.

Also enclosed is the purchase agreement, a resolution approving the purchase agreement, and a memo from City Attorney Tim Kuntz.

The EDA is to open the public hearing, close the public hearing, and act on the economic development district. If the district is approved, the EDA can then consider the purchase agreement.

**4. CONCLUSION:** The Inver Grove Heights Economic Development Authority (EDA) is to consider adoption of 1) the Resolution Approving the Creation of Economic Development District No. 5 and 2) the Resolution Approving the Purchase Agreement between the EDA and Aaron Frederick, as attached.

Enc: Resolution Approving the Creation of Economic Development District No. 5 - Option 1/Frederick Property  
Resolution Approving the Creation of Economic Development District No. 5 – Multiple Properties  
Map of Economic Development District Boundaries – Option 1  
Map of Economic Development District Boundaries – Option 2  
Memo from City Attorney Tim Kuntz regarding Purchase Agreement  
Resolution Approving a Purchase Agreement between the EDA and Aaron Frederick  
Purchase Agreement  
Planning Commission Report of January 15, 2014  
Planning Commission Recommendation

CITY OF INVER GROVE HEIGHTS ECONCOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING CREATION OF  
ECONOMIC DEVELOPMENT DISTRICT NO. 5

(FREDERICK PROPERTY)

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 has determined a need to establish Economic Development District No. 5 (the "District") in order to carry out and foster the development of those areas pursuant to the EDA Act.

1.04. On this date, the Authority has held a duly-noticed public hearing regarding the creation of the District, at which all persons were given an opportunity to comment.

Section 2. District Adopted; Further Proceedings.

2.01. The Authority hereby finds that is proper and desirable to establish and develop the District.

2.02. The boundaries of the District are described in Exhibit A hereto, which is incorporated by reference.

2.03. Authority staff and consultants are authorized to take all actions necessary to carry out development of the District in accordance with the EDA Act.

Approved by the Board of Commissioners of the City of Inver Grove Heights Economic Development Authority this 10<sup>th</sup> day of February, 2014.

\_\_\_\_\_  
George Tourville, President

Attest:

\_\_\_\_\_  
Thomas Link, Executive Director

**EXHIBIT A**  
**DISTRICT BOUNDARY FOR**  
**ECONOMIC DEVELOPMENT DISTRICT NO. 5**

The properties contained within the boundaries of Development District No. 5 are described below:

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.

Together with that portion of Dickman Trail which lies between the parcels described above and those portions of Dickman Trail and Dixie Avenue which may accrue to the parcels described above by reason of any past or present vacation of Dickman Trail or Dixie Avenue.

CITY OF INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING CREATION OF  
ECONOMIC DEVELOPMENT DISTRICT NO. 5

(MULTIPLE PROPERTIES)

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 has determined a need to establish Economic Development District No. 5 (the "District") in order to carry out and foster the development of those areas pursuant to the EDA Act.

1.04. On this date, the Authority has held a duly-noticed public hearing regarding the creation of the District, at which all persons were given an opportunity to comment.

Section 2. District Adopted; Further Proceedings.

2.01. The Authority hereby finds that is proper and desirable to establish and develop the District.

2.02. The boundaries of the District are described in Exhibit A hereto, which is incorporated by reference.

2.03. Authority staff and consultants are authorized to take all actions necessary to carry out development of the District in accordance with the EDA Act.

Approved by the Board of Commissioners of the City of Inver Grove Heights Economic Development Authority this 10<sup>th</sup> day of February, 2014.

\_\_\_\_\_  
George Tourville, President

Attest:

\_\_\_\_\_  
Thomas Link, Executive Director

**EXHIBIT A**  
**DISTRICT BOUNDARY FOR**  
**ECONOMIC DEVELOPMENT DISTRICT NO. 5**

The properties contained within the boundaries of Development District No. 5 are described below:

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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.

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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.

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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.

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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.

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- 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.

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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.

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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:

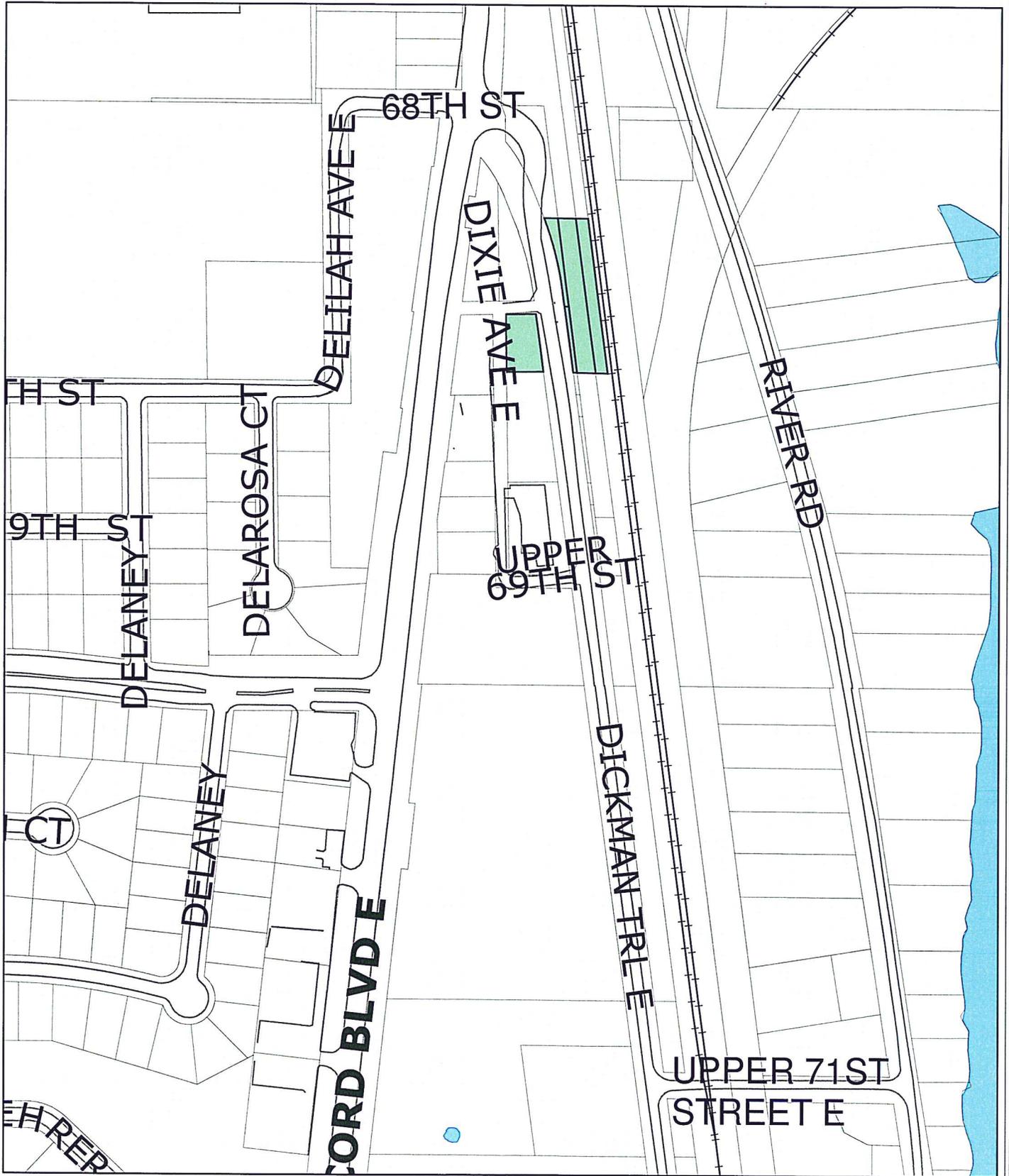
A strip of land Forty (40) feet in width lying on the westerly side of and adjoining the right of way of the Chicago Great Western Railway Company, said strip of land extending from the south line of lot 18 of O.M. Johnson's Addition to the Village of Inver Grove extended easterly to a line lying 682.7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

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O. Together with that portion of Dickman Trail which lies between the parcels described above and that portion of Dixie Avenue which lies between the parcels described above and those portions of Dickman Trail and Dixie Avenue which may accrue to the parcels described above by reason of any past or present vacation of Dickman Trail or Dixie Avenue.

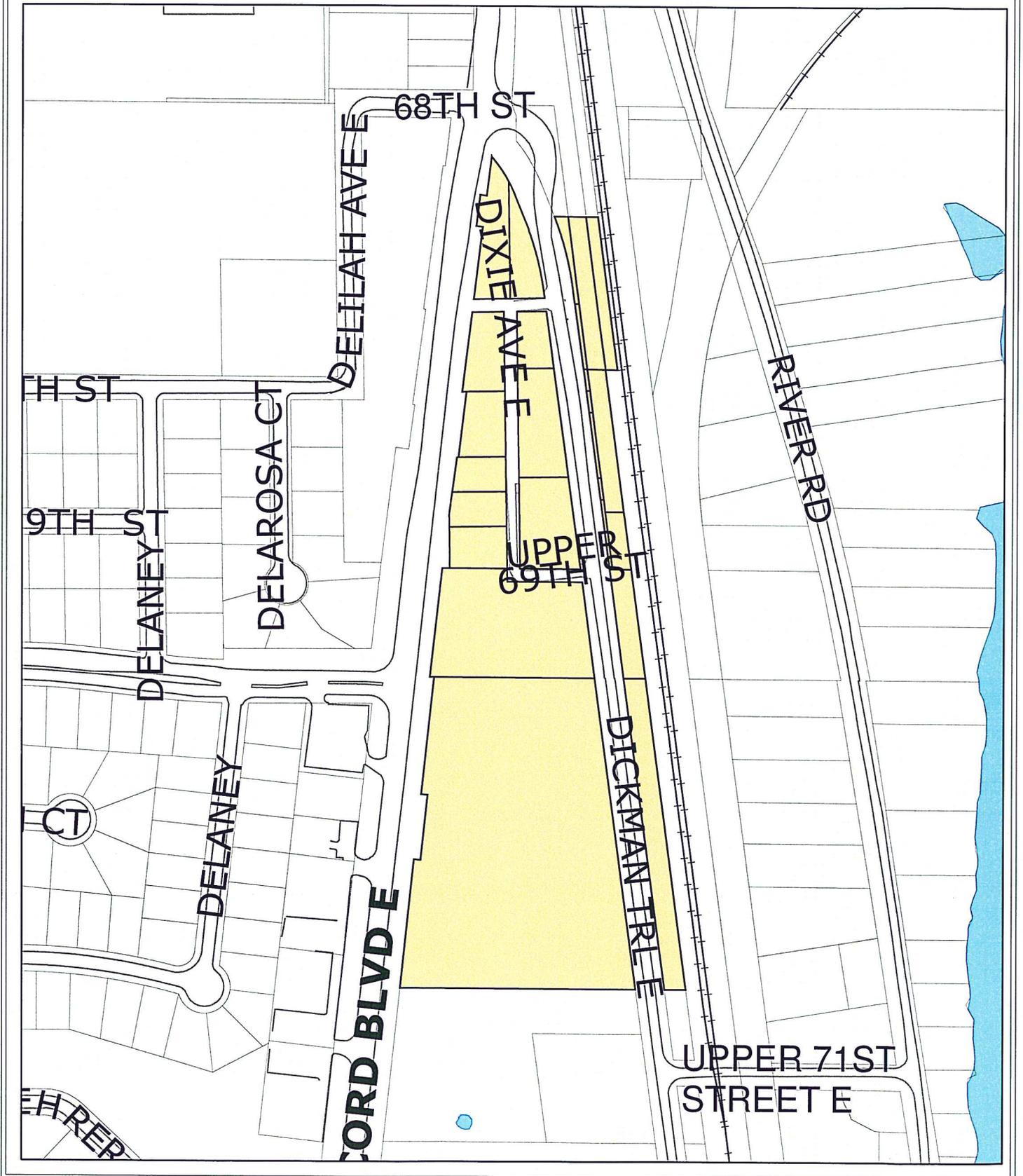


**ECONOMIC DEVELOPMENT  
DISTRICT #5 BOUNDARIES  
Option #1 - Frederick Parcels**





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



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

ATTORNEYS AT LAW

**MEMO**

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  
•  
\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◻ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

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**TO: Inver Grove Heights Economic Development Authority**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: January 30, 2014**  
**RE: Purchase of Property from Aaron M Frederick**

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**Section 1. Background.** At the February 10, 2014 EDA meeting, the EDA will consider creation of Economic Development District No. 5. The District includes land owned by Aaron M. Frederick. The lands owned by Frederick are generally located at 6845 Dixie Avenue East and 6836 Dickman Trail and contain five tax parcels. A legal description of the lands is included in the attached Purchase Agreement. At the February 10, 2014 meeting the EDA will consider approval of the attached Purchase Agreement with Aaron M. Frederick.

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

1. The Purchase Price is \$272,000.
2. The Purchase Price will be paid by \$5,000 earnest money when the Purchase Agreement is executed and \$267,000 at the Closing Date.
3. The purchase includes the lands and the buildings subject to the right of Seller to remove certain personal property and fixtures and landscaping materials (Excluded Items). The Excluded Items are listed on Exhibit B to the Purchase Agreement.
4. The Closing will occur June 13, 2014 or within thirty (30) days after the Seller gives the City notice of his desire to close, whichever occurs first; provided however, the notice of desire to close may only be given after March 21, 2014.
5. Seller will deliver a Warranty Deed.
6. Seller will remove the Excluded Items within thirty (30) days after Closing.
7. Seller will deposit \$2,000 in escrow to assure removal of the Excluded Items.
8. Seller is waiving all relocation benefits and relocation services and moving costs.

9. Real Estate taxes payable in the year 2014 will be prorated as of the Closing Date.
10. Seller will pay off all levied and pending assessments.
11. Seller is indemnifying the Buyer with respect to any environmental condition on the Property that existed prior to the Closing Date.
12. Seller is paying the state deed tax.
13. Buyer is paying for the title commitment and the title insurance premium.

**Section 3. EDA Action.** The EDA is asked to consider approval of the attached Resolution.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF  
INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY AND AARON  
M. FREDERICK RELATING TO THE PURCHASE OF PROPERTY LOCATED  
AT 6845 DIXIE AVENUE EAST AND 6836 DICKMAN TRAIL  
IN INVER GROVE HEIGHTS, MINNESOTA**

**WHEREAS**, Aaron M. Frederick owns the real property located at 6845 Dixie Avenue East and 6836 Dickman Trail, Inver Grove Heights, Minnesota, described on the Purchase Agreement attached hereto as Exhibit A (Real Property). The Real Property consists of the following five tax parcels: 20-39900-00-081, 20-00200-57-095, 20-00200-57-098, 20-39900-00-331 and 20-39900-00-290.

**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 Aaron M. Frederick have negotiated the attached Purchase Agreement for the sale of the Real Property by Aaron M. Frederick to the EDA for the purchase price of \$272,000.

**WHEREAS**, pursuant to Minnesota Statutes § 469.101, the EDA has created Economic Development District No. 5 to allow the EDA to purchase the Real Property.

**WHEREAS**, Economic Development District No. 5 includes the Property owned by Aaron M. Frederick.

**WHEREAS**, one purpose of Economic Development District No. 5 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 Aaron M. Frederick for the Real Property at a purchase price of \$272,000.

2. The President and Executive Director of the EDA are authorized to sign the attached Purchase Agreement between Aaron M. Frederick 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 10<sup>th</sup> day of February, 2014.

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George Tourville, President

ATTEST:

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Kim Fox, Secretary

**EXHIBIT A**  
**PURCHASE AGREEMENT**

## PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this 10<sup>th</sup> day of February, 2014, by and between **Aaron M. Frederick**, a single person, (hereinafter referred to as the "Seller") and the **City of Inver Grove Heights Economic Development Authority**, an economic development authority established under Minnesota Statutes § 469.090 to 469.1082 (hereinafter referred to as "Buyer").

1. **Purchase and Sale.** Seller shall sell to Buyer and Buyer shall purchase from Seller, subject to the terms and conditions of this Agreement, the real property located at or adjacent to **6845 Dixie Avenue East and 6836 Dickman Trail, Inver Grove Heights, MN, 55076 [Dakota County Property Identification Numbers: 20-39900-00-081; 20-00200-57-095; 20-00200-57-098; 20-39900-00-331 and 20-39900-00-290]** 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 following items of personal property and fixtures to the extent owned by Seller and currently located on the Property, including, but not limited to: trees, storm windows and inserts, storm doors, screens, awnings, attached lighting fixtures, plumbing fixtures, sump pumps, water heaters, heating systems, fireplace inserts, fireplace doors, television antennas, water softeners, garbage disposals, built in trash compactors, built in ovens, hood fans, installed carpeting, security systems, (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 shall be removed no later than 30 days after the Closing Date. Seller is responsible for all costs and expenses associated with removing the Excluded Items from the Property. Buyer shall not be responsible for any costs or expenses associated with the removal of the Excluded Items from the Property. At Closing, Seller shall deposit with the Buyer an escrow in the amount of \$2,000 to insure the removal of the Excluded Items by the Seller within 30 days after the Closing Date and to ensure that the Seller has complied with Section 24 hereof by removing all rubbish, debris and other materials prior to Closing. If the Excluded Items have been removed from the Property within 30 days after the Closing Date and if Seller has removed all rubbish, debris and other materials by the Closing, Buyer shall return the \$2,000 escrow to the Seller. Prior to the release of the escrowed funds from the Buyer to the Seller, the Buyer shall inspect the Property to confirm the removal of the Excluded Items to the satisfaction of the Buyer and to confirm that all rubbish, debris and other materials have been removed. If the Excluded Items are not removed by Seller within 30 days after the Closing Date or if the rubbish, debris and other materials have not been removed by Closing, Buyer may use the escrowed funds to have the Excluded Items removed from the Property and disposed of as Buyer sees fit in Buyer's sole discretion and Buyer may use the escrowed funds to remove the rubbish, debris and other materials.
3. **Purchase Price.** Subject to Section 23, at Closing, Buyer will pay Seller Two Hundred and Seventy Two Dollars (**\$272,000.00**) ("**Purchase Price**") for the Property.

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 for the Property shall be June 13, 2014, or within 30 days after Seller gives the City notice of his desire to close, whichever occurs first; provided, however, the notice of desire by Seller to close may only be given after March 21, 2014, and only if there are no pending title objections or other objections with respect to the marketability of the Property or the condition of the Property.

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 and Seventy Two Thousand Dollars (\$272,000.00) shall be payable by Buyer to Seller by Buyer paying Five Thousand Dollars (\$5,000.00) in earnest money to Seller on the date this Agreement is executed by both parties and by Buyer paying the remaining amount of Two Hundred Sixty-Seven Thousand Dollars (\$267,000.00) on the Closing Date in the form of wire transfer or certified check from the Buyer.

If the contingencies contained in this Agreement are not met and Buyer does not waive the contingencies and the Closing does not occur, then Seller shall immediately upon demand of Buyer return the earnest money of Five Thousand Dollars (\$5,000.00) to Buyer. If the Closing does occur, the Five Thousand Dollars (\$5,000.00) earnest money is a credit towards the Purchase Price of Two Hundred Seventy-Two Thousand Dollars (\$272,000.00).

8. **Environmental Investigation.** Seller shall provide all documents and written information available, and in Seller's 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. 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 acceptable to the Buyer, in Buyer's sole discretion.
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) Easements of record, if any.
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. Any real estate taxes levied against the Property that are due and payable in the year of Closing shall be prorated as of the Date of Closing with Seller paying for the period on and before Closing and Buyer paying for the period after Closing.
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 2013, 2014 and thereafter; and Seller agrees to pay the principal amount relating to any pending special assessments.
14. **Title.** No later than February 21, 2014, Buyer, at Buyer's cost, shall obtain a Commitment of Title Insurance in the amount of \$272,000 from the Title Company for the Property. On or before March 21, 2014, Buyer shall complete its examination of title and make any objections thereto. Buyer's objections to title shall be made in writing. If any objections are so made, the Seller shall be allowed until May 21, 2014 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 by May 21, 2014, 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 shall be cancellation of this Agreement.

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

15. **Environmental Warranties.** Seller warrants and represents to Buyer that except as provided in the Phase I Environmental Site Assessment dated May 9, 2013, prepared by Peer Engineering, Inc. and the Phase II Environmental Site Assessment dated August 19, 2013, prepared by Peer Engineering, Inc., 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 warrants and represents to Buyer that except as provided in the Phase I Environmental Site Assessment dated May 9, 2013, prepared by Peer Engineering, Inc. and the Phase II Environmental Site Assessment dated August 19, 2013, prepared by Peer Engineering, Inc., to Seller's knowledge 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 warrants and represents to Buyer that except as provided in the Phase I Environmental Site Assessment dated May 9, 2013, prepared by Peer Engineering, Inc. and the Phase II Environmental Site Assessment dated August 19, 2013, prepared by Peer Engineering, Inc., to 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 warrants and represents to Buyer that except as provided in the Phase I Environmental Site Assessment dated May 9, 2013, prepared by Peer Engineering, Inc. and the Phase II Environmental Site Assessment dated August 19, 2013, prepared by Peer Engineering, Inc., to 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 and represents to Buyer that except as provided in the Phase I Environmental Site Assessment dated May 9, 2013, prepared by Peer Engineering, Inc. and the Phase II Environmental Site Assessment dated August 19, 2013, prepared by Peer Engineering, Inc., to 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.

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.** 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, cap and seal the well at Buyer's expense pursuant to state and county regulations.
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.
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 March 21, 2014, 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 soil, ground, engineering, structural, physical, geological and legal inspections of the Property;
- (e) the environmental condition of the Property;
- (f) the physical condition of the Property (environmental or otherwise) and the buildings located thereon.

Further, the Buyer's obligation to close this transaction is expressly conditioned upon the Buyer creating a development district for the Property pursuant to Minnesota Statute § 469.101 prior to February 15, 2014.

If Buyer does not create a development district for the Property prior to February 15, 2014, or in the event the Buyer determines, in Buyer's sole discretion, that any of the conditions precedent have not been met, then Buyer on or before March 21, 2014 shall either:

- i. give written notice to Seller that the condition precedent is being waived by Buyer; or
- ii. give written notice to Seller that the Buyer is not waiving the condition precedent and that the condition precedent has not been met; and in such case, this Agreement will be null and void, and, if requested, each party will execute a standard Cancellation of Purchase Agreement form. Provided, however, if the unmet condition precedent is of the type referenced in Section 23(a) or (b), then Seller, pursuant to Section 14 hereof, shall have until May 30, 2014 to cure the objection.

24. **Delivery of Possession and Removal of Personal Property.** The Seller further agrees that, prior to delivery of possession of the Property at Closing, all rubbish, debris, and other materials shall be removed from the Property by the Seller at the Seller's expense. The condition of the entire Property shall be verified by the Buyer or the Buyer's representative prior to Closing and prior to the Date of Delivery. **Notwithstanding 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 premises must be delivered in “swept clean” condition on the Date of Closing.

All Excluded Items and personal property must be removed pursuant to Section 2 of this Agreement no later than 30 days after Closing.

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 (i) a breach of any of Seller's warranties or obligations made in Paragraph 15 or in Paragraph 19 or (ii) any claim made against Buyer arising out of, relating to, or resulting from ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law or a violation of ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law relating to the condition of the Property prior to the Date of Closing.
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.
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. **Pro-Ration Of Utilities.** The cost of utilities, if any, shall be prorated at Closing.
- 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 or if there are "Wells", a Well Certificate in the form required by law.
- d.) Lead Paint Disclosure – Exhibit D;
- e.) Waiver of Relocation Benefits – Exhibit C;
- f.) Physical possession of all keys to the Property;
- g.) 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;
- h.) 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 \$267,000 for the balance of the Purchase Price 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:

**Aaron M. Frederick  
c/o Robert and Paulette Frederick  
6845 Dixie Avenue East  
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. **No Tenants.** Seller represents and warrants to Buyer that, as of the date of this Agreement, no tenants occupy any portion of the Property.

**[the remainder of this page has been intentionally left blank]**

I, the undersigned Owner  
of the above-described Property,  
do hereby accept this Agreement  
and sale hereby made.

Aaron M. Frederick

By:   
Paulette Frederick,  
Attorney-in-fact for Aaron M. Frederick

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

By: \_\_\_\_\_  
George Tourville  
Its: President

By: \_\_\_\_\_  
Tom Link  
Its: Executive Director

EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY

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.

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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. All pavers in the sidewalks.
- e. The dug in, manmade pond on the southwest area, except for any decorations or special plantings.
- f. All perimeter wooden fencing, along with the wooden storage shed located north of the house and the wooden lean-to that is attached to the perimeter fence (located behind the garages in the northwest corner) shall remain on the property; the section of chain link fencing that secures the pond area and that is attached to the southwest corner of the garage shall remain on the property, as well as the chain link section that is attached to the storage building north of the home and to the wooden fence.
- g. All attached cupboards, counters and workbenches that are mechanically attached on the first floor and in the basement.
- h. Attached window blinds.
- i. Water softener, gas furnace and gas water heater.
- j. With regard to the industrial property located east of Dickman Trail, all metal perimeter fencing and the two gates shall remain, except that twenty (20) panels with wooden supports may be removed. The Parties understand that the perimeter fencing is about eight hundred (800) feet in length and that the twenty (20) panels would constitute about forty (40) feet in length out of the total eight hundred (800) feet in length.
- k. With respect to the industrial property located east of Dickman Trail, the retaining walls along the northwest side and along the north end shall remain, as well as the small pile of "fill in rocks" that is located just south of the south gate.

**EXHIBIT C**  
**WAIVER OF RELOCATION BENEFITS FORM**

THIS AGREEMENT (“Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014, is entered into between the City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes 469.090 and 469.1081, referred to as the (“EDA”) and, Aaron M. Frederick, a single person, hereinafter referred to as the (“Owner”).

**I. RECITALS**

- 1.01 City of Inver Grove Heights Economic Development Authority, an economic development authority established under Minnesota Statutes 469.090 and 469.1081, having its principal office at 8150 Barbara Avenue, in the City of Inver Grove Heights, County of Dakota, Minnesota.
- 1.02 Owner owns property generally located at or adjacent to 6845 Dixie Avenue East and 6836 Dickman Trail, Inver Grove Heights, MN, 55076 [Dakota County Property Identification Numbers: 20-39900-00-081; 20-00200-57-095; 20-00200-57-098; 20-39900-00-331 and 20-39900-00-290], Inver Grove Heights, County of Dakota, Minnesota.
- 1.03 Owner has requested that the EDA purchase certain real estate owned by Owner which is located at 6845 Dixie Avenue East and 6836 Dickman Trail, Inver Grove Heights, MN, 55076 [Dakota County Property Identification Numbers: 20-39900-00-081; 20-00200-57-095; 20-00200-57-098; 20-39900-00-331 and 20-39900-00-290], and which is legally described on Exhibit A attached hereto Subject Property”):
- 1.04 Pursuant to Minnesota Statutes, section 117.521, Owner desires to waive the possible claim that Owner may have for relocation benefits pursuant to Minnesota and federal law. Prior to any action by the EDA indicating intent to acquire the Subject Property, Owner placed Subject Property on the market for sale. Thereafter, upon inquiry by the EDA, the Owner requested that the EDA acquire the Subject Property through negotiation. Owner clearly intended to sell the Subject Property on the public market prior to any inquiry or action by the EDA in this matter.

1.05 The EDA has explained to Owner that, but for Owner's waiver herein, Owner may be or is eligible under Minnesota Statutes, Chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below:

**Type of Relocation**  
**Owner may be eligible for:**

**Relocation Assistance:** Assistance in locating and moving residents to a replacement site, Coordination of the move and filing appropriate documents for relocation claim.

**Relocation 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.

<b>Relocation Payments:</b>	Estimated Price differential payment	\$ _____
	Estimated moving costs	\$ _____
	Estimated Closing costs	\$ _____
	Total:	\$ _____

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

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

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

**II. AGREEMENT**

2.01 Owner, for good and valuable consideration provided as part of the **\$272,000.00**

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

**The purchase of the Subject Property and the Payment of Relocation Benefits for the total unallocated sum of \$ \_\_\_\_\_.**

- 2.02 Under Minnesota Statutes, Owner may not waive relocation assistance relating to the acquisition of properties situated wholly or in part within any district for redevelopment authorized under Laws 1971, chapter 548 or 677; or Laws 1973, chapter 196, 761, or 764; or Laws 1974, chapter 485; or Minnesota Statutes chapter 462, 458, or 458c.
- 2.03 EDA and Owner agree that the purchase agreement requiring this Agreement is a voluntary sale by Owner. EDA represented that EDA would not acquire the Subject Property in the event that negotiations between EDA and Owner had failed to result in an amicable purchase agreement. Prior to any action by the EDA indicating intent to acquire the Subject Property, Owner placed Subject Property on the market for sale. Thereafter, upon inquiry by the EDA, Owner requested that the EDA acquire the Subject Property through negotiation. The Owner clearly showed an intent to sell the Subject Property on the public market prior to any discussions, inquiries or negotiations by the EDA.

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

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

The Owner and EDA agree that the purchase price set forth in the purchase agreement requiring this Agreement is a lump sum price which included any and all payments to which the Owner may be entitled under any applicable State or federal law or regulations providing for relocation assistance, services, payments and benefits of any kind. As the EDA and Owner agree that this is a voluntary sale, state and federal law permit the EDA to request this waiver of relocation benefits Agreement from the Owner. Prior to and as a condition of closing, the Owner was

be required to sign this waiver of relocation benefits Agreement. The EDA arranged for a relocation consultant to meet with the Owner prior to closing. The relocation consultant determined the amount of relocation benefits for which the Owner would be eligible if this were a non-voluntary sale. If the Owner did not waive relocation benefits, this purchase agreement would be terminated and the Owner would be free to retain ownership of the Subject Property or to sell the Subject Property on the private market.

2.04 The recitals contain in Section I of this Agreement are hereby incorporated as material representations and terms of this Agreement.

2.05 This Agreement is entered into pursuant to Minnesota Statutes and federal law.

OWNER

CITY OF INVER GROVE HEIGHTS  
ECONOMIC DEVELOPMENT AUTHORITY

Aaron M. Frederick

By: \_\_\_\_\_  
George Tourville  
Its: President

By: \_\_\_\_\_  
Paulette Frederick,  
Attorney-in-fact for Aaron M. Frederick

By: \_\_\_\_\_  
Tom Link  
Its: Executive Director

## EXHIBIT A

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.

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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. \_\_\_\_\_



# 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.)

This addendum is a continuation of the Purchase Agreement dated \_\_\_\_\_ by and between Aaron M. Frederick \_\_\_\_\_, as Sellers, and City of Inver Grove Heights Economic Development Authority \_\_\_\_\_, as Buyers, for property located at or described as 6845 Dixie Avenue East and 6836 Dickman Trail, Inver Grove Heights, MN, 55076.

#### LEAD WARNING STATEMENT

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

#### LEAD PAINT INSPECTION CONTINGENCY

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

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

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

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 to problems set out in the report, or this purchase agreement is void.

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](http://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 George Tourville, President _____	date
Seller _____	date	Purchaser Tom Link, Executive Director _____	date
Listing broker / agent _____	date	Selling broker / agent _____	date

**PLANNING REPORT  
CITY OF INVER GROVE HEIGHTS**

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**REPORT DATE:** January 15, 2014

**CASE NO:**

**HEARING DATE:** January 21, 2014

**APPLICANT:** City of Inver Grove Heights

**PROPERTY OWNER:** Aaron Frederick

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

**LOCATION:** 6845 Dixie Avenue and 6836 Dickman Trail

**COMPREHENSIVE PLAN:** I-1, Light Industrial

**ZONING:** I-1, Limited Industrial

**REVIEWING DIVISIONS:** Planning  
City Attorney's Office

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



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**BACKGROUND**

Aaron Frederick, owner of 6845 Dixie Avenue and 6836 Dickman Trail, approached the City and expressed an interest in selling his single-family residential and commercial properties. The Inver Grove Heights Economic Development Authority (EDA) will be considering the acquisitions at their next regularly scheduled meeting on February 10. 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 two properties which the EDA is considering acquiring are 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 these two properties, 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**

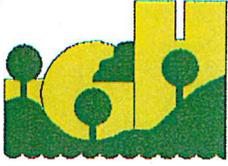
The Planning Commission has the following actions available for the request:

- 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.

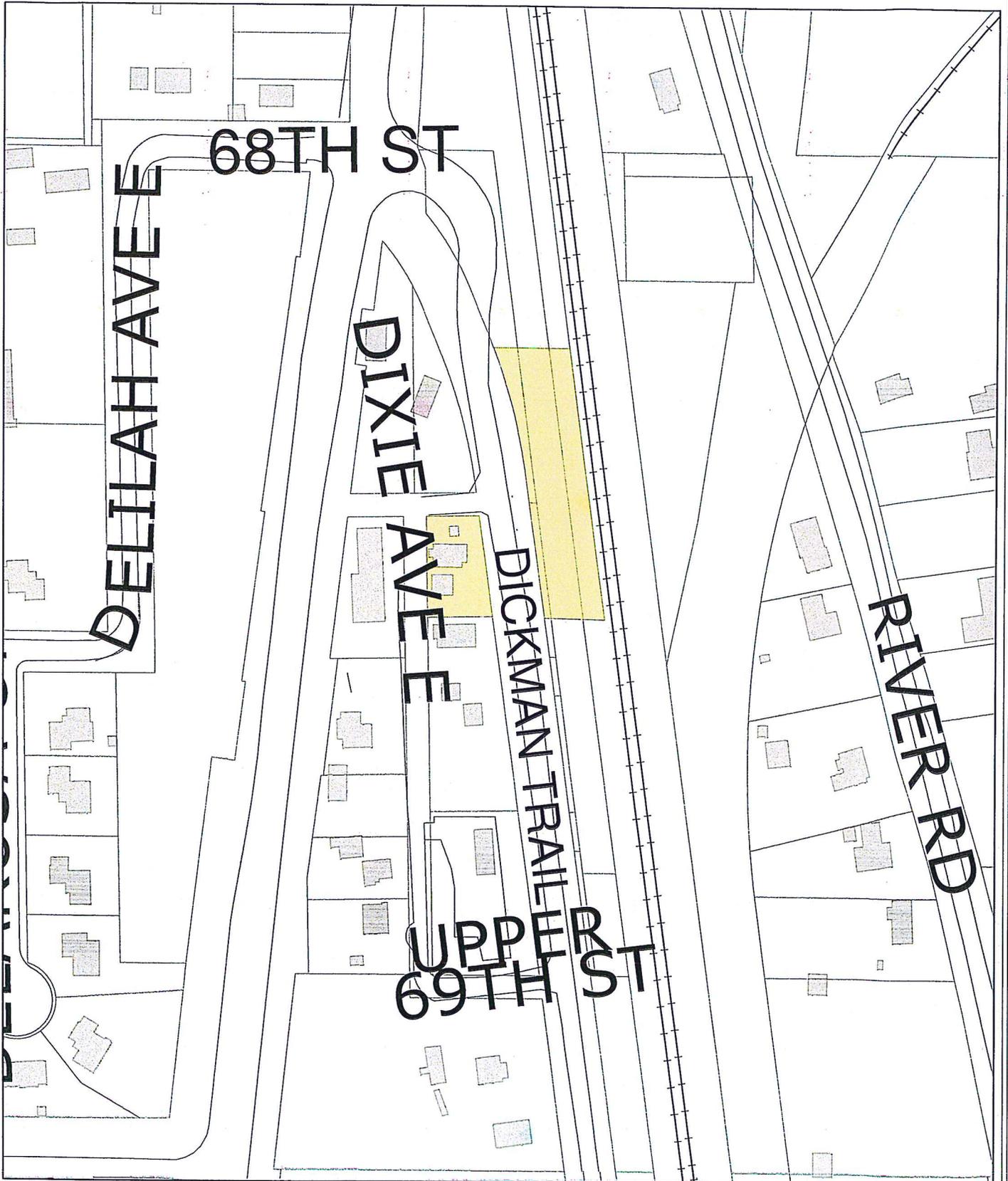
**RECOMMENDATION**

Staff recommends approval of the request to find the acquisition of the properties at 6845 Dixie Avenue and 6836 Dickman Trail consistent with the Inver Grove Heights Comprehensive Plan.

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

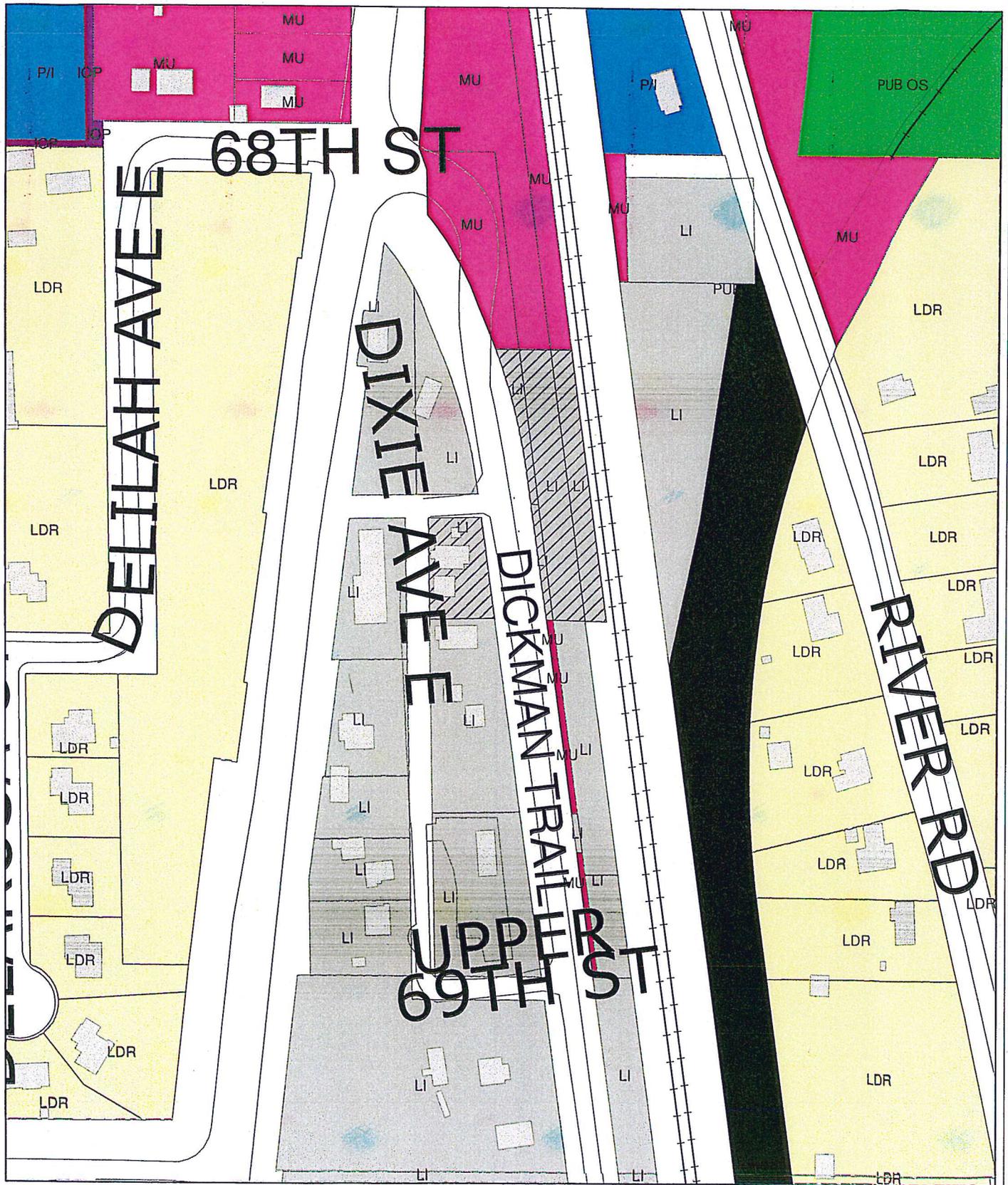


# Location Map Frederick Parcels





# Comp Plan Map Frederick Parcels



## 2. Land Use

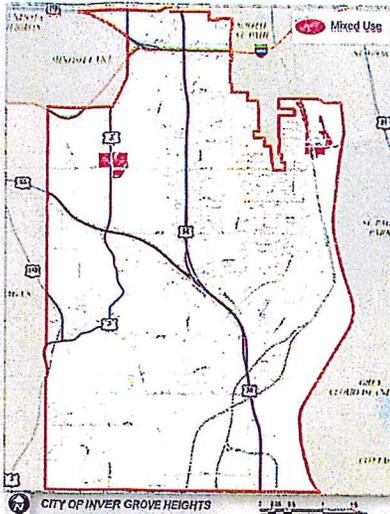


Figure 2.6: Mixed Uses

### 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

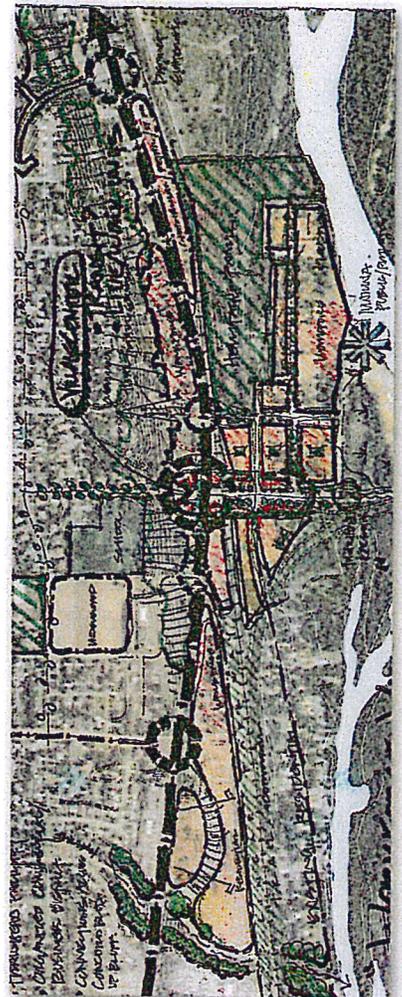
## 2. Land Use

- 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.

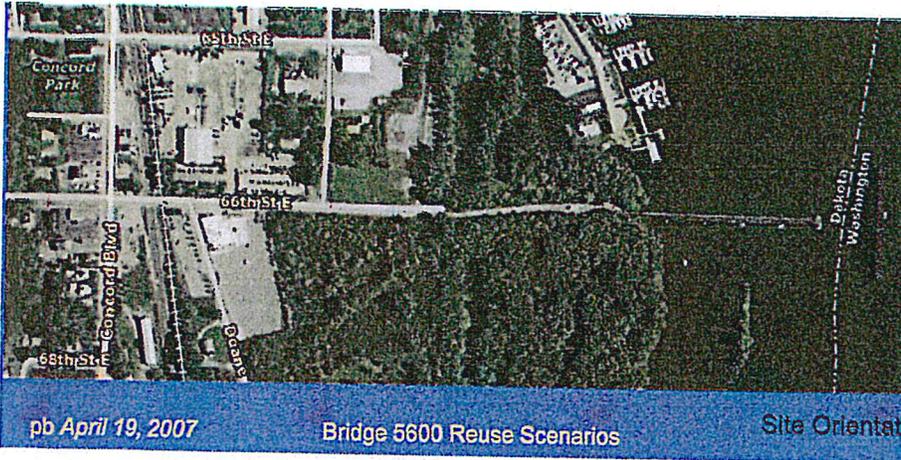
### **Industrial Office Park (IOP)**

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

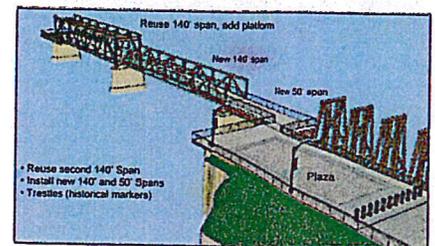
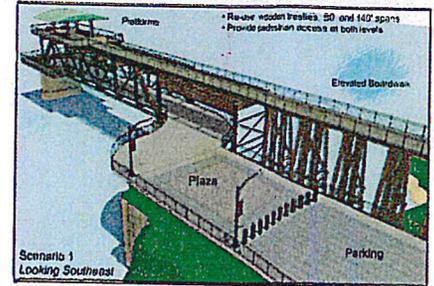
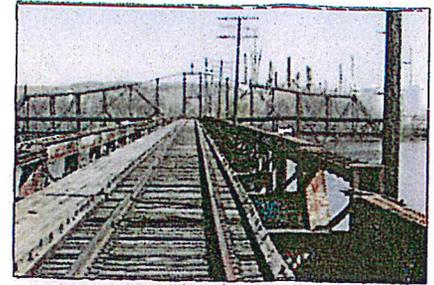
## 9. Critical Area Plan



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

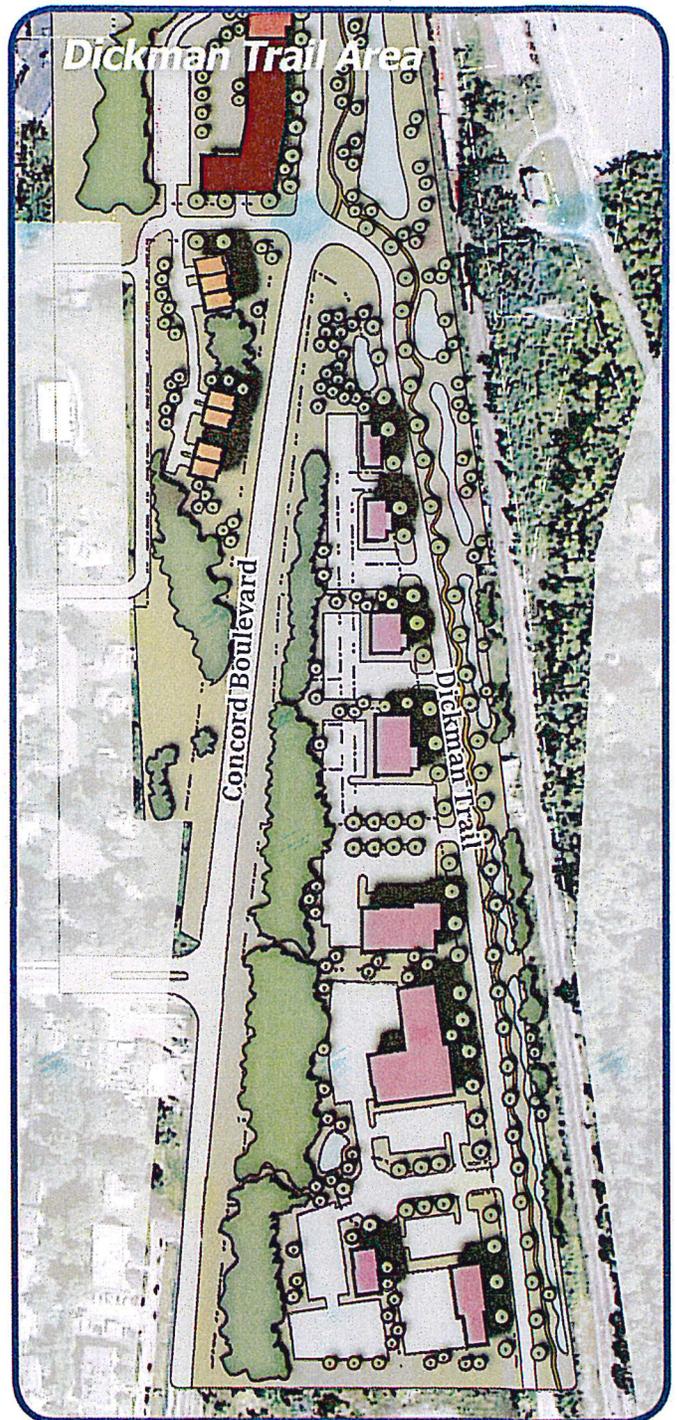
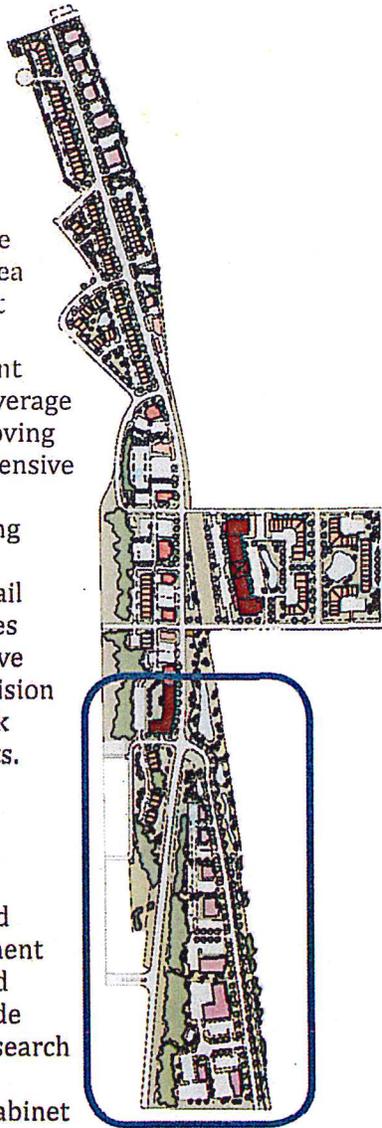
## DICKMAN TRAIL:

### BUSINESS PARK

The area south of 68<sup>th</sup> 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.



Please note: portions of the plan have been slightly modified 12/2012 as part of Design Guidelines work & Council Design Guidelines

# **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.

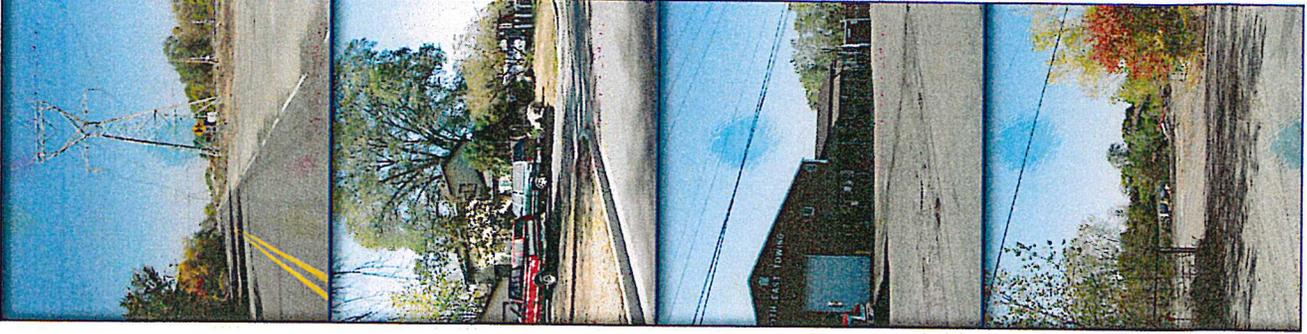
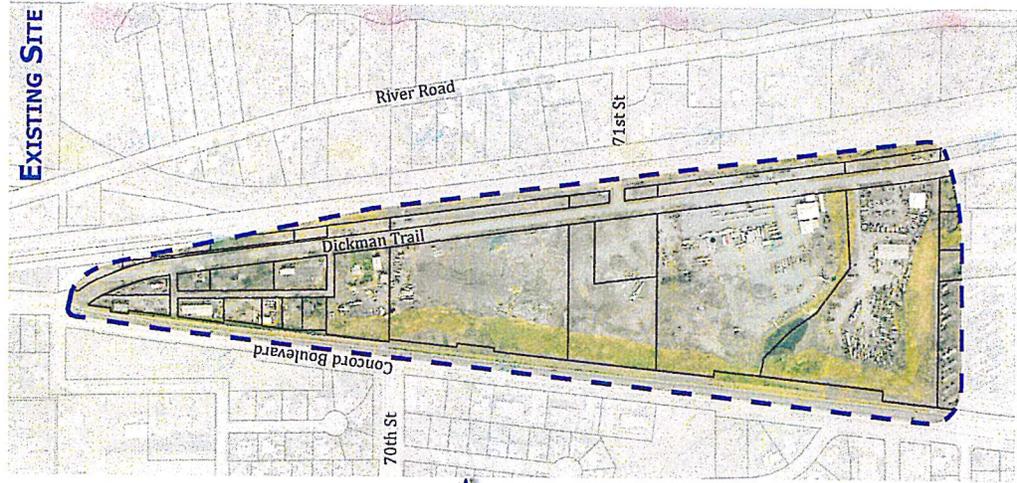
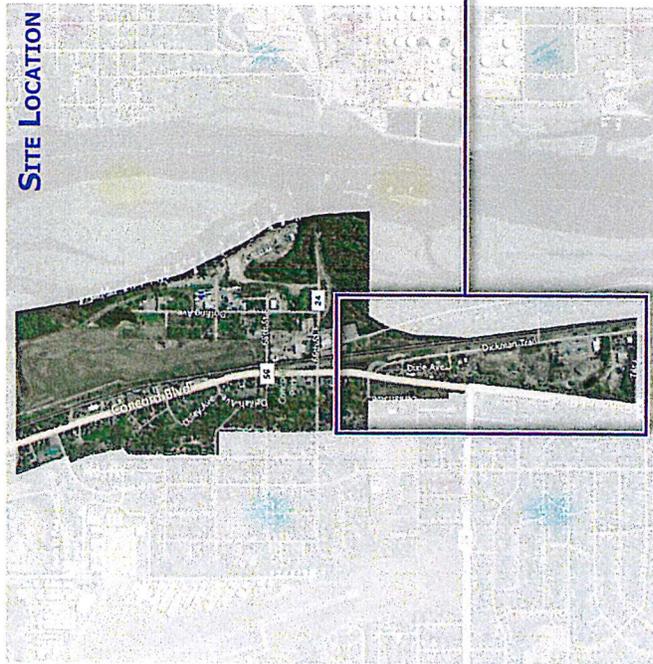
## **PROJECT #6 LIVE/WORK ON CONCORD**

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**



**EXISTING CONDITIONS**

<b>PROJECT SUMMARY - NORTH</b>	
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)

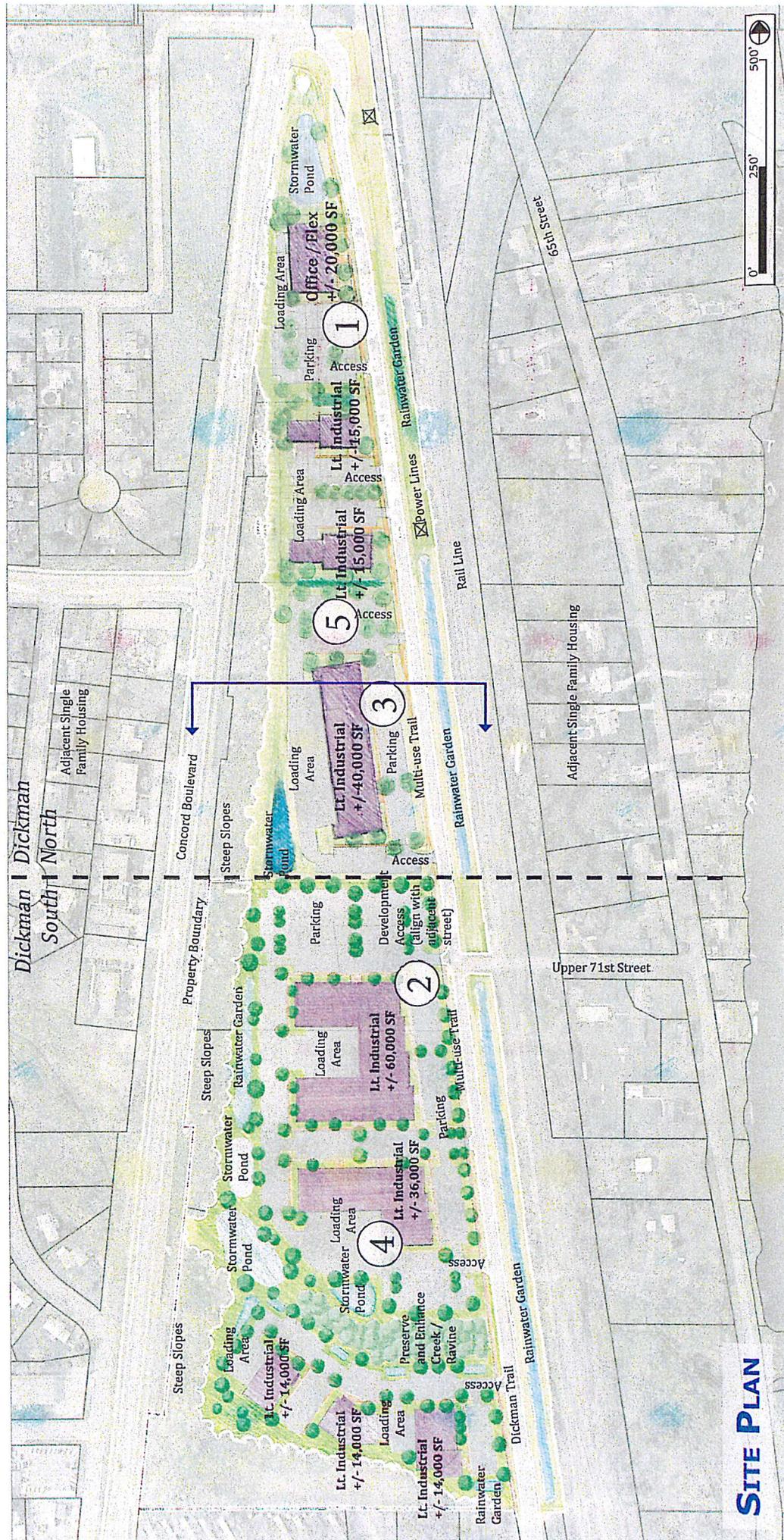
<b>PROJECT SUMMARY - SOUTH</b>	
Site Area	25.6 ac. - 15.5 ac Buildable
Intended Use	Office Flex / Light Industrial
SF	138,000 SF
Density	.20 Floor to Area Ratio (of buildable)

### 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)

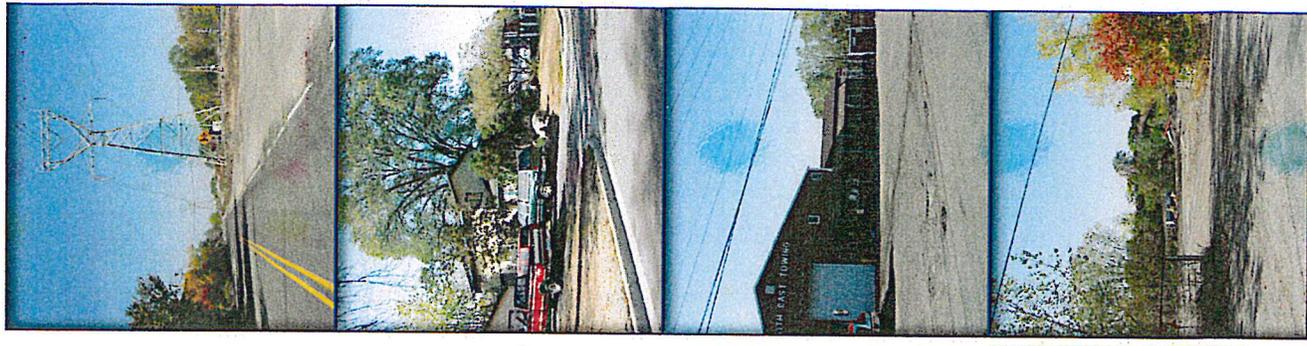
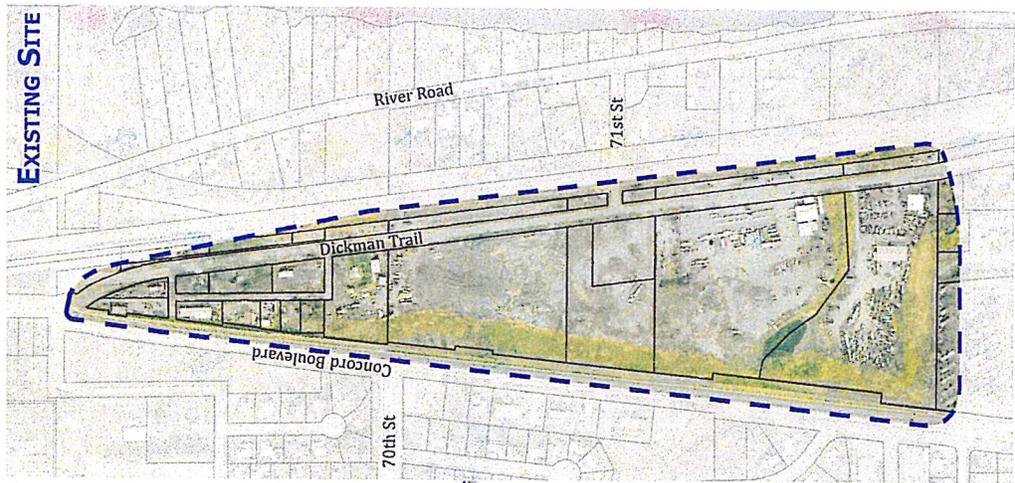
### Dickman Industrial Park (North)

- 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**



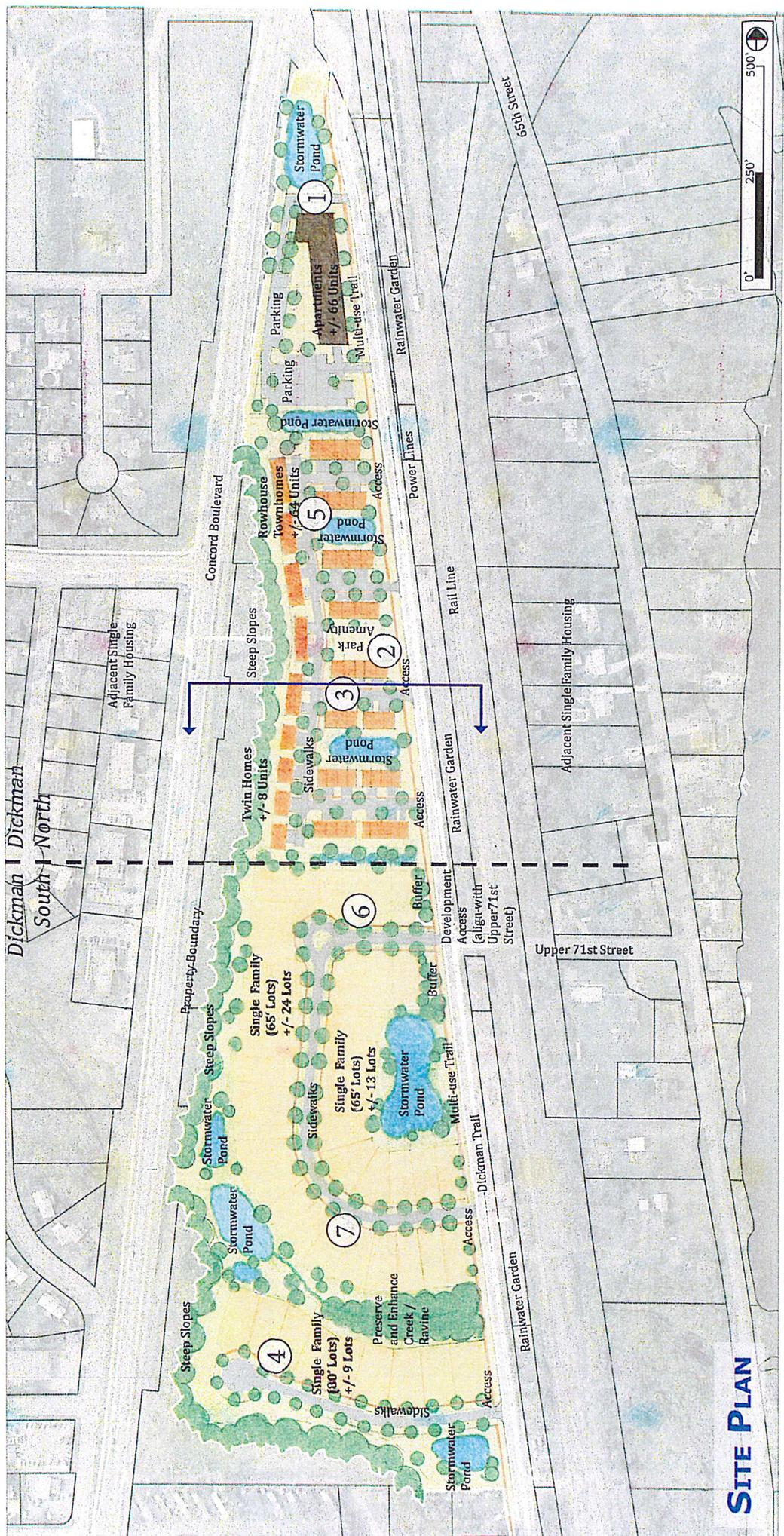
**EXISTING CONDITIONS**

<b>SITE SUMMARY - NORTH</b>	
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)

<b>SITE SUMMARY - SOUTH</b>	
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**

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights

**FROM:** Planning Commission

**DATE:** January 21, 2014

**CITY OF INVER GROVE HEIGHTS**

**Reading of Notice**

There was no public hearing notice.

**Presentation of Request**

Tom Link, Community Development Director, explained the request as detailed in the report. He advised that the owner of the subject property, the Fredericks, approached the City and expressed an interest in selling their single-family and commercial properties to the City. The Planning Commission is being asked to make a determination as to whether the acquisitions are consistent with the Comprehensive Plan. The Comprehensive Plan includes several statements attesting to the importance of economic development, the role of the Economic Development Authority, and redevelopment in the Concord area. Mr. Link advised that the Concord Neighborhood Plan and Design Guidelines were adopted in December 2012. That effort designated four areas for redevelopment; one of which is the neighborhood in which the Frederick property is located. If the EDA were to acquire the property the residence would be removed and at some future undetermined time the property would be sold to a developer for redevelopment. Staff has concluded that the acquisition of the property would eventually lead to economic development and therefore would be consistent with the Comprehensive Plan. Staff recommends approval of the request to find the acquisition of the Frederick properties consistent with the Comprehensive Plan.

Chair Hark asked where the EDA would get their funding to purchase the property.

Mr. Link replied that the EDA received funding from a variety of sources, but in this case the Host Community Fund would be used.

Chair Hark asked if there were any regulations for how long the EDA could hold the property.

Mr. Link replied that the EDA could hold onto property indefinitely. He noted that in this case the EDA has no predetermined schedule for redevelopment of this property.

Commissioner Maggi asked what other properties in the neighboring area were owned by the EDA.

Mr. Link replied that neither the City nor the EDA owned any property in this specific neighborhood.

Commissioner Gooch asked if the EDA paid property taxes.

Mr. Link replied they did not. He advised that in the short run the City loses some tax revenue; however, the valuation would go up considerably after redevelopment and therefore would eventually generate significantly increased taxes.

Commissioner Simon asked why the request was not presented by an EDA representative.

Mr. Link advised that he was the Executive Director of the EDA. He noted that the EDA would consider this request on February 10.

Chair Hark asked if it would be a public hearing.

Mr. Link replied in the affirmative.

Commissioner Simon asked if it would be held in Council Chambers and televised.

Mr. Link replied in the affirmative.

Commissioner Klein asked if there were enough funds available for the acquisition.

Mr. Link replied in the affirmative.

#### **Opening of Public Hearing**

Frank Rauschnot advised he owned the neighboring property and would like the request to be tabled. He summarized the history of his property, the Frederick's property, and their relationship to each other. He stated the Frederick's have sued both his business and the City and have cost the City a lot of money over the years in City services, legal costs, staff time, etc. and he was frustrated that they now wanted to be bought out at taxpayer expense. He stated the City has prevented him from expanding his business in the past and has tried to rezone his property without his knowledge. He requested that the Planning Commission table the request to allow him time to have discussions with the City so he could get some direction.

Chair Hark asked Mr. Rauschnot if he contacted the City prior to tonight's meeting.

Mr. Rauschnot stated he did not as he only recently learned of the request.

Commissioner Simon asked Mr. Rauschnot what his feelings were regarding the property to the east of Dickman Trail.

Mr. Rauschnot stated that while he understood that the City would want to purchase all the parcels at once because they had the same owner, he was concerned that implementing the Concord Neighborhood Plan would include a zoning change. He stated there were many existing areas in the community that were poorly designed and this would be yet another.

Commissioner Gooch noted that since Mr. Rauschnot has stated he had issues with the current property owners, it seemed as if selling the property to the City would be a solution.

Mr. Rauschnot stated that the removal of the residence in the industrial neighborhood would be beneficial but is concerned that the City would rezone the property after acquiring it, and that the property would be paid for at the taxpayers' expense. He invited the Commissioners and the public to call or visit him at his business to discuss the issue.

Chair Hark closed the public hearing.

**Planning Commission Discussion**

Chair Hark advised that he was opposed to tabling the request, stating Mr. Rauschnot would have three weeks before the public hearing in which to initiate discussions with City staff.

Commissioner Klein asked if the residence at 6845 Dixie Avenue was a non-conforming use.

Mr. Link replied in the affirmative.

Commissioner Klein stated he assumed this area would be one of the last of the four identified areas to redevelop.

Mr. Link advised that the plan identified four redevelopment areas, but did not establish a priority amongst the four. The City is proceeding with this acquisition because the owner approached the City and the property is located in one of the four identified districts.

Commissioner Klein asked if the properties south of Mr. Rauschnot and along the east side of Dickman Trail were zoned I-1, Limited Industrial.

Mr. Link replied in the affirmative.

Commissioner Klein asked if they would likely remain I-1.

Mr. Link replied the property is currently zoned industrial, the Comprehensive Plan designates it as industrial, and the City has not considered rezoning it. He advised that the Concord Neighborhood Study looked at two different alternative uses for this area; continued industrial or a mix of residential. The City Council did not choose between the two; their discussion at the time was that they would prefer to look at redevelopment of an industrial nature but it was financially more difficult to do than residential.

Commissioner Klein questioned if it was beneficial to purchase the property at this time, stating he felt there were other properties along Concord that would be a higher priority for redevelopment.

Mr. Link replied that would be a question for City Council. He advised that removing this residence would help remove some of the frustration and conflict that has taken place there for a number of years between the two landowners.

Commissioner Maggi asked if purchasing these properties could have a negative impact on

existing businesses in the area.

Mr. Link advised that the financial analysis that was done a couple of years ago indicated there would be a significant increase in tax base and property valuation whether it was redeveloped to industrial or residential. He added that this acquisition would not affect any of the existing business operations. Mr. Rauschnot's business is a legal conforming use in the industrial area.

Mr. Rauschnot stated he was concerned that this acquisition was a way for the city to eventually make zoning changes. He advised that he never received a response from the City on the draft plan he submitted to move his business down the street.

Mr. Link agreed that Mr. Rauschnot had approached the City regarding selling his property. Several meetings were conducted to discuss it; however, they could not come to an agreement in regard to price and certain conditions.

Mr. Rauschnot stated when he approached the City in regard to selling his property it was in conjunction with a relocation.

Chair Hark advised that the Planning Commission's focus tonight was to determine whether the proposed acquisition was consistent with the Comprehensive Plan.

Commissioner Lissarrague asked if Mr. Rauschnot would have an opportunity to appear before other concerned bodies if this were approved tonight.

Mr. Link replied in the affirmative.

Commissioner Klein asked for clarification of the approval process.

Mr. Link responded that the request must first go to the Planning Commission for a determination of consistency with the Comprehensive Plan. It then goes onto the EDA for final action.

Commissioner Klein advised that in light of past conflicts, the acquisition of this property could be beneficial for Mr. Rauschnot.

Mr. Rauschnot stated it was a positive step in one respect; however, he had concerns about the City making changes once they owned the property.

#### **Planning Commission Recommendation**

Motion by Commissioner Lissarrague, second by Commissioner Scales, to find the acquisition of the properties at 6845 Dixie Avenue and 6836 Dickman Trail consistent with the Inver Grove Heights Comprehensive Plan.

Mr. Lissarrague recommended that Mr. Rauschnot attend the EDA meeting.

Motion carried (5/1 – Simon with 1 abstention – Maggi). This item goes to the Economic

Recommendation to City Council

January 21, 2014

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Development Authority on February 10, 2014.

Mr. Rauschnot advised he would be in attendance at the EDA meeting.

Mr. Link advised the meeting started at 5:00 p.m.

**MEMO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Inver Grove Heights Economic Development Authority  
**FROM:** Thomas J. Link, Director of Community Development  
**DATE:** January 28, 2014 for EDA Meeting of February 10, 2014  
**SUBJECT:** 2014 Economic Development Authority Work Plan

1. **ACTION REQUESTED:** The Inver Grove Heights Economic Development Authority (EDA) is to identify issues that it would like to focus on this coming year.

2. **BACKGROUND:** The EDA may find it helpful to review past accomplishments when considering upcoming activities. In the last three years, the EDA has accomplished the following:

- Excess Golf Course Property – The EDA acquired two excess golf course properties from the City with the intent, at some future undetermined time, of selling them for development.
- Acquisition Policy – The EDA developed and adopted a policy to outline the process for acquiring properties.
- Progress Plus Marketing Program – The EDA reviewed this program to assure that it met the City's needs.
- Small Business Loan/Open to Business Program – The EDA entered into a contract with the Dakota County Community Development Agency (CDA) to provide the Open to Business Program. This program, through the Metropolitan Consortium of Community Developers (MCCD), provides free technical services to new and small businesses as well as financial assistance. In effect, the program acts as the City's small business loan program.
- Gun Club Site - The EDA has worked with the Minnesota Department of Transportation on the City's acquisition of the property for future office development. Past activities have focused primarily on environmental investigations and, most recently, an appraisal.
- Southeast Quadrant – The EDA worked with the Metropolitan Council and Fine Associates, a land owner, to analyze potential transit facilities and services for future development.
- EDA Composition – The EDA considered changing the composition of the Board to include two business representatives. After further research and discussion, the EDA decided not to proceed with this change because of statutory term limits.
- Concord Redevelopment – The EDA has undertaken various environmental investigations, acquired a few properties, and discussed long-term funding strategies.

- Economic Development Specialist – During discussion of the 2014 budget, the EDA considered creation of a new City staff position, an Economic Development Specialist, and the current and future role of Progress Plus.

3. **ANALYSIS:** A draft EDA Work Plan for 2014 is attached. That plan focuses on the following four activities, in no order of priority:

- Concord Redevelopment
- Gun Club Site
- EDA Financing
- Economic Development Specialist

4. **CONCLUSION:** The Inver Grove Heights Economic Development Authority (EDA) is to identify issues that it would like to focus on this coming year.

Attachment: Draft 2014 Work Plan

cc: Jennifer Gale, Progress Plus

# INVER GROVE HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY 2014 WORK PLAN

## GOALS

- Make decisions consistent with and in alignment with the mission and vision of the City, as adopted by the City Council.
- Establish a Work Plan for 2014

## WORK PLAN

### Concord Redevelopment

Continue to work towards redevelopment of the Concord Neighborhood, consistent with the Comprehensive Plan, the Concord Boulevard Neighborhood Plan, and the Concord Boulevard Design Guidelines. Specific activities include:

- Determine the role of the EDA, including the type and level of financial assistance
- Establish a five year acquisition strategy, including funding sources
- Continue to work with the Dakota County Community Development Agency regarding a possible housing development
- Pursue acquisitions, from willing sellers, of properties in the selected redevelopment areas

### Gun Club Site

Continue to work with the Minnesota Department of Transportation on the possible acquisition of their property along the east side of Highway 52. Activities will focus on:

- Negotiate the purchase
- Analyze traffic impacts
- Discuss a market strategy and timeframe

### EDA Financing

Analyze and determine a funding source for continuation of EDA operations over the next five years.

### Economic Development Specialist

Discuss and determine the feasibility of creating an Economic Development Specialist position, including:

- Identify the position's role, responsibility, budget, and funding
- Determine the continued role of Progress Plus

# PROGRESS PLUS

Urban-Alternative Space Available

## Inver Grove Heights 2014 WORK PLAN

Draft 1/29/14

### Economic Development Authority

- Provide support to Community Development Director in researching and preparing information for the EDA, including developing financing tools and EDA marketing activities
- Serve as a resource and provide research as needed
- Attend quarterly EDA meetings
- Market the financing options available and offer prequalification assistance to interested developers/businesses.
- Work with the EDA and city staff to evaluate the roles and responsibility of Progress Plus as it relates to future staffing possibilities.

Measure: Meet monthly with Community Development Director

### Marketing

- Create a PR plan to include writing articles about featured successful developments in Inver Grove Heights to create awareness of the cities desire to attract development. This may include subscribing to a news wire service for national placement.
- Continue to add to our niche database to market to specific brokers (ie. Retail, industrial etc.)
- Promote IGH information and sites on Progress Plus website
- Promote IGH information in monthly e-newsletter and distribution to nearly 650 brokers and developers and continue to expand its reach
- Promotion of IGH at annual Progress Plus meeting attended by approximately 100 business leaders
- IGH information in editorials and ads in publications, including ad and editorial copy in the SouthWest Review Progress Edition; ad in the Resource Guide distributed to all residents and businesses and in links to partner organizations
- Promotion of IGH at two conferences/events for brokers and developer each year such as EDAM and Dakota County event.
- Work with Greater MSP to market IGH Properties
- Market the Small Business Finance program and assistance offered by MCCD.
- Produce a broker event to attract brokers to the area in the form of a tour or class.
- Include IGH in exhibition/sponsorship of annual Minnesota Commercial Realtors Association (MNCAR) EXPO

- Continue to promote PP and the positive development news on Facebook, Twitter and other social media outlets.

Measure: Provide monthly written report

#### **Concord Redevelopment Planning (From South St. Paul border to 70<sup>th</sup> street)**

- Assist with tasks associated with redevelopment planning and implementation
- Continue to assist with gathering business input for plan, including working with Concord Boulevard business group
- ***Assist in marketing the site(s) as directed***

Measure: Meet monthly with Community Development Director to assess progress and agree on tasks

#### **Facilitate an Economic Impact Study of the Union Pacific Railroad**

Will assess three components of the economic contributions related to the Union Pacific Rail Yard.

- First, assessing the economic contribution of the rail yard operations.
- Second, assessing the economic impact related to anticipated rail yard improvements.
- Third, assessing the economic contributions related to increased rail freight at the rail yard.

Measure: Present the findings of the study to the community and the EDA upon completion.

#### **Develop a comprehensive list of business in Inver Grove Heights:**

- Build a comprehensive business list of IGH to communicate news, development and opportunities to local businesses.

Measure: Provide updated list to staff and EDA.

#### **Inquiries**

Respond to inquiries from business and industries searching for land or buildings for new construction or expansion

Measure: Provide monthly written report via Progress Plus Activity Report

#### **Business Retention Program**

- Continue to schedule retention visits and include the Community Development Director when available.
- Visit other existing businesses to gather information on the business climate in IGH
- Report visits to GrowMN, a statewide retention program in order to qualify for the rfp/lead program.

- Assist existing businesses with expansion, relocation, land purchase, building leasing and construction
- Assist businesses in understanding City process, purpose and function in development/redevelopment
- Assist in promoting Business Town Hall meeting
- Provide report on issues or requests raised by businesses related to City services, including feedback when no issues are raised

Measure: Staff will report any such visits at the monthly meeting between Progress Plus and city staff.

**MEMO**  
**CITY OF INVER GROVE HEIGHTS**

**TO:** Inver Grove Heights Economic Development Authority  
**FROM:** Thomas J. Link, Director of Community Development   
**DATE:** January 28, 2014 for EDA Meeting of February 10, 2014  
**SUBJECT:** Election of Officers

The February Economic Development Authority (EDA) meeting is its 'Annual Meeting'. As such, its bylaws require the election of officers. The current officers are:

George Tourville	<i>President</i>
Rosemary Piekarski-Krech	<i>Vice-President</i>
Tom Bartholomew	<i>Treasurer</i>
City Finance Director	<i>Assistant Treasurer</i>
Executive Director's Designee	<i>Secretary</i>

The EDA is requested to elect officers for 2014.

TJL/kf