



CITY OF MARSHALL
Housing and Redevelopment Authority
Meeting
A g e n d a
Tuesday, June 08, 2021 at 5:15 PM
Minnesota Emergency Response and Industrial
Training (MERIT) Center, 1001 Erie Road

NOTICE: Pursuant to Minnesota State Statute 13D.021

Some or all members of the Housing and Redevelopment Authority may participate by telephone or other electronic means. Regular attendance and meeting location are not feasible due to the Coronavirus Disease (COVID-19) pandemic.

CALL TO ORDER

APPROVAL OF MINUTES

1. Consider approval of the minutes from the special meeting held on May 25, 2021.

PUBLIC HEARING

2. Consider Approval of a Land Sale 1) Conducted a Public Hearing, 2) Consider Approval of a Signed Purchase Agreement

ADJOURN

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 8, 2021
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes from the special meeting held on May 25, 2021.
Background Information:	
Fiscal Impact:	
Alternative/ Variations:	Staff encourages HRA Members to provide any suggested corrections to the minutes in writing to City Clerk, Kyle Box, prior to the meeting. We then could potentially incorporate proposed amended minutes at the meeting.
Recommendations:	that the minutes of the special meeting held on May 25, 2021, be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
HOUSING AND REDEVELOPMENT AUTHORITY MEETING
M I N U T E S
Tuesday, May 25, 2021**

The special meeting of the Housing and Redevelopment Authority was held on May 25, 2021 in the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 Erie Road. The meeting was called to order at 5:15 P.M. by Chairman Robert Byrnes. In addition to Byrnes the following members were present: Craig Schafer, Steve Meister, Don Edblom, John DeCramer, Russ Labat, James Lozinski. Absent: None. Staff present included: Sharon Hanson, Executive Director; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Lauren Deutz, Economic Development Director and Kyle Box City Clerk.

Consider approval of the minutes from the special meeting held on December 22, 2020 and January 12, 2021.

Motion made by Board Member Lozinski, Seconded by Board Member Meister that the minutes of the special meeting held on December 22, 2020 and January 12, 2021, be approved as filed with each member and that the reading of the same be waived. Voting Yea: Chairman Byrnes, Board Member Schafer, Board Member Meister, Board Member Edblom, Board Member DeCramer, Board Member Labat, Board Member Lozinski. The motion **Carried. 7-0**

Call for A Public Hearing to Consider Approval of a Land Sale.

Earlier this year, Jim Swenson, doing business as BEST TOPSOIL LLC purchased property from HRA. A portion of the previously purchased property included 1.8 acres of property identified as part of Lot 3, Block 1 of McLaughlin Industrial Park II Addition to the City of Marshall. (Parcel 27- 538-003-0).

Mr. Swenson, on behalf of BEST TOPSOIL LLC has now offered to purchase the remaining 4.84 acres of that parcel from the HRA. Attached is a purchase agreement as signed by Jim Swenson, Managing Member of BEST TOPSOIL LLC. Purchase price is \$25,000.00 per acre, total purchase price \$121,000.00. Mr. Swenson has provided the City with BEST TOPSOIL LLC's earnest money check in the amount of \$1,000.00.

This proposed purchase will be presented to the EDA for consideration at its meeting on Wednesday, May 26, 2021. Staff is recommending that EDA approve the proposed sale of property and recommend to HRA that HRA approve the sale.

Minnesota Statutes require that a public hearing be held to consider the sale of public property. Therefore, it is recommended that HRA call for a public hearing to be held on Tuesday, June 8, 2021 at 5:15 P.M.

Motion made by Board Member Schafer, Seconded by Board Member DeCramer that the HRA call for public hearing regarding the sale of publicly owned property. Voting Yea: Chairman Byrnes, Board Member Schafer, Board Member Meister, Board Member Edblom, Board Member DeCramer, Board Member Labat, Board Member Lozinski. The motion **Carried. 7-0**

Approve Amendment to Border States Purchase Agreement

In January 2021, the City of Marshall approved the sale of 2.5 acres of land to Border States Electric (BSE) for the construction of an approximately 13,000 square foot warehouse. The purchase agreement did include a 150-day due diligence period that includes site assessment includes soil borings. Subsequent soil borings from BSE indicated the need for soil correction. City Engineer Jason Anderson verified that the soils did need soil correction. The initial value of soil correction was substantial, approximately \$100,000. Since that time, further

BSE has indicated to the city that this was an unforeseen cost, and even though readying the site is inevitable no matter where you locate a building, these soils were considerably fraught for construction. The added costs to an already thin project budget have forced BSE to consider no longer moving forward with construction. Thus, after further discussions, the city and BSE have agreed to cost share 50/50 on the soil correction costs, with the funds from the city's cost share portion to come from the sale of the property.

Motion made by Board Member DeCramer, Seconded by Board Member Edblom to approve the amendment to Border States Purchase Agreement. Voting Yea: Chairman Byrnes, Board Member Schafer, Board Member Meister, Board Member Edblom, Board Member DeCramer, Board Member Lozinski. Voting Nay: Board Member Labat. The motion **Passed. 6-1**

At 5:30 P.M., Chairman Byrnes declared the meeting adjourned.

Robert J. Byrnes
Chairman

ATTEST:

Sharon Hanson
Executive Director

HRA CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 8, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Approval of a Land Sale 1) Conducted a Public Hearing, 2) Consider Approval of a Signed Purchase Agreement
Background Information:	<p>Earlier this year, Jim Swenson, doing business as BEST TOPSOIL LLC purchased property from HRA. A portion of the previously purchased property included 1.8 acres of property identified as part of Lot 3, Block 1 of McLaughlin Industrial Park II Addition to the City of Marshall. (Parcel 27-538-003-0)</p> <p>Mr. Swenson, on behalf of BEST TOPSOIL LLC has now offered to purchase the remaining 4.84 acres of that parcel from the HRA. Attached is a purchase agreement as signed by Jim Swenson, Managing Member of BEST TOPSOIL LLC. Purchase price is \$25,000.00 per acre, total purchase price \$121,000.00. Mr. Swenson has provided the City with BEST TOPSOIL LLC's earnest money check in the amount of \$1,000.00.</p> <p>This proposed purchase will be presented to the EDA for consideration at its meeting on Wednesday, May 26, 2021. Staff is recommending that EDA approve the proposed sale of property and recommend to HRA that HRA approve the sale.</p>
Fiscal Impact:	HRA would approve the sale of property for a total of \$121,000.00.
Alternative/ Variations:	No alternative action recommended.
Recommendations:	<p>Recommendation No. 1 – To Close the Public Hearing</p> <p>Recommendation No. 2 – To approve a Signed Purchase Agreement with BEST TOPSOIL LLC</p>

MINNESOTA STANDARD PURCHASE AGREEMENT

(BEFORE YOU USE OR SIGN THIS CONTRACT, YOU SHOULD CONSULT WITH AN ATTORNEY TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS)

1. **PARTIES.** This purchase agreement is made on May ____, 2021, by and between Housing and Redevelopment Authority in and for the City of Marshall, Minnesota, a Municipal Corporation, as SELLER, and BEST TOPSOIL LLC a Minnesota Limited Liability Company as BUYER.
2. **OFFER/ACCEPTANCE.** Buyer offers to purchase, and Seller agrees to sell property legally described as:

See attached Exhibit A for legal description of property to be purchased. Land purchase consists of 4.84 acres.

Said tract is subject to any existing roadways or easements.

3. **PRICE AND TERMS.** The total purchase price for the real property included in this sale is One hundred twenty-one thousand and no/100 (\$121,000.00) Dollars, which Buyer shall pay as follows: Earnest money of \$1,000.00 upon the execution of this agreement, receipt of which is hereby acknowledged and the remaining purchase price of \$120,000.00 to be paid at the closing date to be agreed upon by the parties.
4. **BUYER.** Purchaser will obtain and pay for platting costs incurred for the re-platting of the property. Purchaser shall construct and pay for a ditch drainage system to be installed on the property, which system is to be designed and approved by engineering staff at the City of Marshall.
5. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title, subject to:
 - (A) Building and zoning laws, ordinances, state, and federal regulations;
 - (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
 - (C) Reservation of any mineral rights by the State of Minnesota;
 - (D) Utility and drainage easements which do not interfere with existing improvements;
 - (E) Exceptions to title which constitute encumbrances, restrictions or easements which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement; (MUST BE SPECIFIED IN WRITING).

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The real estate is exempt from taxes due and payable in the year of closing. Buyer shall be responsible for payment of real estate taxes in subsequent years.
7. **DAMAGES TO REAL PROPERTY.** If the Real Property is substantially damaged prior to closing, this Purchase Agreement shall terminate, and the Earnest Money shall be refunded to Buyer. If the Real Property is damaged materially but less than substantially prior to closing, Buyer may rescind this Purchase Agreement by notice to Seller within twenty-one (21) days after Seller notifies Buyer of such damage, during which 21-day period Buyer may inspect the Real Property, and in the event of such rescission, the Earnest Money shall be refunded by Buyer.
8. **OTHER TERMS.** Buyer shall acquire property subject to all existing easements of record. Buyer shall honor all existing easements.
9. **SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that buildings, if any, are entirely within the boundary lines of the Real Property. Seller warrants that there is a right of access to the Real Property from the public right of way. Seller warrants that there has been no labor or material furnished to the Real Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. These warranties shall survive the delivery of the deed or contract for deed.
10. **DISCLOSURE OF NOTICES.** Seller has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation. If the Real Property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.
11. **POSSESSION.** Seller shall deliver possession of the property not later than Closing. All interest, fuel oil, liquid petroleum gas, and all charges for city water, city sewer, electricity and natural gas shall be prorated between Buyer and Seller as of the date of Closing.
12. **EXAMINATION OF TITLE.** Seller shall, within ten (10) days of this Agreement, furnish Buyer with an abstract of title or a registered property abstract certified to date including proper searches covering bankruptcies and state and federal judgments, liens and levied and pending special assessments. Buyer shall have ten (10) business days after receipt of the abstract of title or registered property abstract either to have Buyer's attorney examine the title and provide Seller with written objections ("Objections") or, at Buyer's own expense, to make an application for a title insurance policy and notify seller of the application. Buyer shall have ten (10) business days after receipt of the commitment for title insurance to provide Seller with a copy of the commitment and written Objections. Buyer shall be deemed to have waived any title Objections not made within the applicable ten (10) day period for above, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory warranty deed, unless a warranty deed is not specified above.

13. TITLE CORRECTIONS AND REMEDIES. Seller shall have 90 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 90-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein, and the closing shall be postponed.

- A. If notice is given and Seller makes marketable title, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
- B. If notice is given and Seller proceeds in good faith to make title marketable but the 90 day period expires without title being made marketable, Buyer may declare this Purchase Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and Earnest Money shall be refunded to Buyer.
- C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 90 day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:
 - 1. Proceed to closing without waiver or merger in the deed of the objections to title and without waiver of any remedies, and may:
 - (a) Seek damages, costs and reasonable attorney's fees from seller as permitted by law (damages under this subparagraph (a) shall be limited to the cost of curing objections to title and consequential damages are excluded); or
 - (b) Undertake proceedings to correct the objections to title;
 - 2. Rescission of this Agreement by notice as provided herein, in which case the Agreement shall be null and void and all Earnest Money paid hereunder shall be refunded to Buyer;
 - 3. Damages from Seller including costs and reasonable attorney's fees, as permitted by law;
 - 4. Specific performance within six months after such right of action arises.
- D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options as permitted by law:

1. Cancel this Agreement as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this Agreement is a down payment note, and may be presented for payment notwithstanding cancellation;
- E. If title is marketable or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
 1. Seek damages from Seller including costs and reasonable attorney's fees;
 2. Seek specific performance within six months after such right of action arises.

TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

14. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1, above and if mailed are effective as of the date of mailing.
15. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.
16. **ADDITIONAL TERMS.** This transaction is subject to and contingent upon public hearing to be conducted by Seller and approval of this form by the Housing and Redevelopment Authority in and for the City of Marshall. Buyer shall be responsible for erosion control and weed control for the property described herein. Buyer shall plant a "cover crop" on said premises upon the execution and approval of this agreement.

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, CONSULT A LAWYER. Minnesota Law permits licensed real estate brokers and sales agents to prepare purchase agreements. No recommendation or representation is made by either the listing broker or selling broker as to the legal sufficiency, the legal effect or the tax consequences of this contract. These are questions for your lawyer.

The Housing and Redevelopment Authority in and for the City of Marshall hereby agrees to sell the property for the price and terms and conditions set forth above.

Housing and Redevelopment Authority in
and for the City of Marshall, Minnesota

By: _____
Robert J. Byrnes
Its: Chair

By: _____
Sharon Hanson
Its: Executive Director

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Robert J. Byrnes and Sharon Hanson, the Chair and Executive Director of the Housing and Redevelopment Authority in and for the City of Marshall, Minnesota, as Seller.

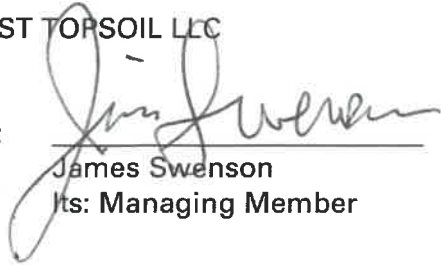
Notarial Stamp or Seal (or other Title or Rank)

Signature of Person Taking
Acknowledgment

I agree to purchase the property
for the price and terms and
conditions set forth above.

BEST TOPSOIL LLC

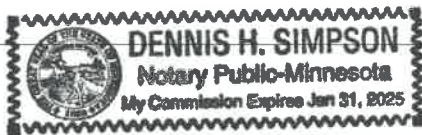
By:


James Swenson
Its: Managing Member

STATE OF MINNESOTA)
) ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this 13th day of May, 2021, by James Swenson as managing member of BEST TOPSOIL LLC, as buyer

Notarial Stamp or Seal (or other Title or Rank)




Signature of Person Taking
Acknowledgment

Exhibit A

Lot 3, Block 1 of McLaughlin Industrial Park II Second Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota, EXCEPTING therefrom the following:

All that part of Lot 3, Block 1 of McLaughlin Industrial Park II Second Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota, being more particularly described as follows:

Beginning at the southeast corner of Lot 2 of said Block 1; thence South 45 degrees 40 minutes 37 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.), a distance of 429.46 feet, to a point on the southeasterly line of said Lot 3; thence North 44 degrees 19 minutes 23 seconds East, along said southeasterly line, a distance of 164.10 feet, to a corner of said Lot 3; thence North 45 degrees 40 minutes 37 seconds West, along the northeasterly line of said Lot 3, a distance of 498.31 feet, to a corner of said Lot 3; thence South 44 degrees 19 minutes 23 seconds West, along the northwesterly line of said Lot 3, a distance of 94.50 feet, to a corner of said Lot 3; thence South 00 degrees 22 minutes 00 seconds East, along the westerly line of said Lot 3, a distance of 97.90 feet, to the point of beginning.