



**CITY OF MARSHALL  
CITY HRA MEETING  
A G E N D A**

**Tuesday, February 26, 2019 at 5:15 PM  
Marshall Middle School Professional Development Room**

**CALL TO ORDER**

**APPROVAL OF MINUTES**

**PUBLIC HEARING**

1. Public Hearing regarding Sale of HRA Owned Property to Timmy R. Swenson Revocable Trust Agreement and the Donna O. Swenson Revocable Trust Agreement (Action Manufacturing)

[Close](#) the Public Hearing regarding Sale of HRA Owned Property to Timmy R. Swenson Revocable Trust Agreement and the Donna O. Swenson Revocable Trust Agreement (Action Manufacturing)

**NEW BUSINESS**

Approve Sale of HRA Owned Property to Timmy R. Swenson Revocable Trust Agreement and the Donna O. Swenson Revocable Trust Agreement (Action Manufacturing)

**ADJOURN**

## 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 \_\_\_\_\_, 2019, by and between Housing and Redevelopment Authority in and for the City of Marshall, Minnesota, a municipal corporation, as SELLER, and Timmy R. Swenson as trustee of the Timmy R. Swenson Revocable Living Trust and Donna O. Swenson as trustee of the Donna O. Swenson Revocable Living Trust, as BUYER.
2. **OFFER/ACCEPTANCE.** Buyer offers to purchase and Seller agrees to sell property legally described as: Lot Three (3), Block Two (2), except the North 390ft. all in Sonstegard Subdivision II, City of Marshall, Lyon County, Minnesota.
3. **PRICE AND TERMS.** The total purchase price for the real property included in this sale is Fifty-nine Thousand One Hundred Fifteen and no/100 (\$59,115.00) Dollars, which Buyer shall pay as follows: Earnest money of \$5,000.00 by cash, receipt of which is hereby acknowledged and the remaining purchase price of \$54,115.00 to be paid at closing on or before April 15, 2019.
4. **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).
5. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The real estate taxes due and payable in the year of closing will be prorated to the date of closing. Seller shall pay all taxes due up until the time of closing. Buyer will pay for those taxes after date of closing.
6. **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.
7. **OTHER TERMS.** Buyer shall acquire property subject to all existing easements of record. Buyer shall honor all existing easements.

8. **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.
9. **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.
10. **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.
11. **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.
12. **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.**

13. **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.

14. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

15. **ADDITIONAL TERMS.** Seller is solely responsible for wetland delineation and mitigation. Application has been made for purchase of sufficient wetland bank credits to remove the designated wetland and to allow for future development of the entirety of the parcel. Closing to occur at such time as the wetland bank credit purchase is approved and the Minnesota Board of Water and Soil Resources issues its ruling related to elimination of wetland and the availability of that wetland for future development. This transaction is also 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.

**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.

I agree 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 \_\_\_\_\_, 2019, 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.

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

Timmy R. Swenson Revocable Living Trust  
Donna O. Swenson Revocable Living Trust

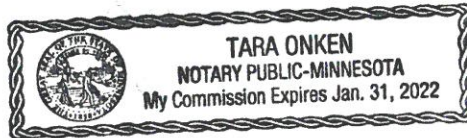
By: Timmy R. Swenson  
Timmy R. Swenson  
Its: Trustee

By: Donna O. Swenson  
Donna O. Swenson  
Its: Trustee

STATE OF MINNESOTA )  
 )ss  
COUNTY OF Lyon )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 2019, by Timmy R. Swenson as trustee of the Timmy R. Swenson Revocable Living Trust and Donna O. Swenson as trustee of the Donna O. Swenson Revocable Living Trust, as Buyer.

Tara Onken



Notarial Stamp or Seal (or other Title or Rank)

Signature of Person Taking Acknowledgment

Authority member \_\_\_\_\_ introduced the following resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

**THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR  
THE CITY OF MARSHALL  
COUNTY OF LYON  
STATE OF MINNESOTA**

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

**APPROVAL TO AUTHORIZE TRANSFER OF REAL PROPERTY TO TIMMY R.  
SWENSON REVOCABLE TRUST AGREEMENT AND DONNA O. SWENSON  
REVOCABLE TRUST AGREEMENT**

BE IT RESOLVED by the Housing and Redevelopment Authority in and for the City of Marshall, Minnesota, (the “Authority”), as follows:

**Section 1. Recitals.**

1.01. The Authority is presently the owner of the following described property situate in the County of Lyon, State of Minnesota, to wit:

Lot Three (3), Block Two (2), except the North 390ft. all in Sonstegard Subdivision II, City of Marshall, Lyon County, Minnesota.

1.02. That the Authority is the fee owner of said premises free and clear of any lien or claim of right to any other private or public entity.

1.03. The Authority desires to transfer the above described property to the Timmy R. Swenson Revocable Trust Agreement and the Donna O. Swenson Revocable Trust Agreement so as to assist and facilitate with future business development.

**Section 2. Approval of Real Estate Transfer.**

2.01. The Authority directs the Authority Chair and the Authority Executive Director to execute the Warranty Deed subject to modifications that do not alter the substance of the transaction, provided that the execution of the Warranty Deed by those officials shall be conclusive evidence of their approval to said transfer.

2.02. The Authority further directs its staff and consultants to do all things necessary to implement the provisions of this transaction.

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

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Chair and attested to by the Executive Director.

Dated: February 26, 2019

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Robert J. Byrnes, Chair

Attest:

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Sharon Hanson, Executive Director





## CITY OF MARSHALL AGENDA ITEM REPORT

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>           | Tuesday, February 26, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Category:</b>               | NEW BUSINESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Type:</b>                   | ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Subject:</b>                | Public Hearing regarding Sale of HRA Owned Property to Timmy R. Swenson Revocable Trust Agreement and the Donna O. Swenson Revocable Trust Agreement (Action Manufacturing)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Background Information:</b> | <p>EDA Director Tara Onken and City Attorney Dennis Simpson have been negotiating with Action Manufacturing owner Tim Swenson regarding Mr. Swenson's need to expand this present facility. The HRA is the owner of the lot located immediately adjacent to the existing Action Manufacturing plant/facility in Sonstegard Addition to the City of Marshall. The City has received a signed purchase agreement and must therefore hold a public hearing to address the issue of the sale of HRA owned property. City attorney is recommending that public hearing be held on Tuesday, February 26, 2019.</p> <p>Purchase agreement indicates that sale is contingent upon HRA approval and wetland mitigation. The wetland mitigation process is almost complete. The signed documents and payments have been sent accordingly and City is awaiting the return of the final documents. Warranty deed and closing documents will be prepared as the closing date draws near.</p> |
| <b>Fiscal Impact:</b>          | Property to be sold total purchase price of \$59,115.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Alternative/Variations:</b> | None recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Recommendations:</b>        | HRA hold Public Hearing to address the issue related to the sale of HRA owned property and to approve Resolution No. ____, authorizing the transfer of HRA owned property to Timmy R. Swenson Revocable Trust Agreement and the Donna O. Swenson Revocable Trust Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



## CITY OF MARSHALL AGENDA ITEM REPORT

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Meeting Date:</b>            | Tuesday, February 26, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Category:</b>                | PUBLIC HEARING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Type:</b>                    | ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Subject:</b>                 | Close the Public Hearing regarding Sale of HRA Owned Property to Timmy R. Swenson Revocable Trust Agreement and the Donna O. Swenson Revocable Trust Agreement (Action Manufacturing)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| <b>Alternative/ Variations:</b> | None recommended.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Recommendations:</b>         | To Close the Public Hearing to address the issue related to the sale of HRA owned property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |